

Contract Documents, Specifications and Maps

2026 DUST COST SHARE PROGRAM

Flathead County, Montana
March 2026

Prepared by:
Flathead County Road & Bridge Department
Kalispell, Montana

2026 Dust Cost Share Program
Flathead County, Montana

Contract Documents, Specifications, and Maps

Flathead County Road & Bridge Department

1249 Willow Glen Drive
Kalispell, MT 59901
(406) 758-5790

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DIVISION 00

BIDDING & CONTRACTING REQUIREMENTS

2026 Dust Cost Share Program

SECTION 00100 - INVITATION TO BID

The Board of County Commissioners of Flathead County, Montana will receive sealed bids for the **2026 Dust Cost Share Program**. The project consists of placing dust palliative along identified roads throughout the Flathead County Roadway System. The bid will consist of placing approximately 609,923 linear feet of dust palliative as either Magnesium Chloride or Calcium Chloride in brine solution to existing roadways. Existing roadways are assumed at 24 feet wide and the dust palliative application width is assumed at 22 feet and includes a 1-foot application setback on each side of the roadway. Various roadways within Flathead County will be receiving dust palliative and the Contractor should be prepared to mobilize equipment on a daily basis.

Digital project bidding documents are available upon request at the Flathead County Road & Bridge Department, 1249 Willow Glen Drive, Kalispell, Montana 59901, (406) 758-5790. You may download and print the Contract Documents at no charge from their website, https://flatheadcounty.gov/department-directory/roads-and-bridges , however, all Prime Contractors that intend to offer a bid for this project must contact the Flathead County Road & Bridge Department at the address stipulated above to obtain an "Official" Bid Packet, at no charge, and to get their name added to the Planholders List. The entire set of project documents may also be obtained, in the form of printed plans, contract documents, specifications, and an "Official" Bid Packet for a non-refundable deposit of $100.00, if the Contractor chooses not to download and print their own documents. No bids will be considered unless they are submitted with the "Official" Bid Packet and the Contractor's name has been included on the Planholders List.

The Contractor and any of the Contractor's Subcontractors bidding or doing work on this project are required to be registered with the Montana Department of Labor and Industry (DLI) at the time of bid submission. Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Any bidder wanting more information may contact the Flathead County Road & Bridge Department at (406) 758-5790.

A Pre-Bid Meeting will be held at the office of the Flathead County Road & Bridge Department commencing at **1:00 pm on Tuesday, April 7, 2026**. Interested Bidders are encouraged to attend the Pre-Bid Meeting.

Bids will be received at the Board of County Commissioners of Flathead County, 800 South Main Street, Room 302, Kalispell, Montana 59901 until 4:00 pm, local time, on Monday, April 13, 2026. All bids will be publicly opened and read aloud at 9:45 am, local time, Tuesday, April 14, 2026, in the Commissioners' Chambers, located on the third floor of the County Courthouse.

All bidders shall, as bid security, accompany the bid with 1) lawful currency of the United States or a cashier's check; or 2) a certified check or bank money order drawn and issued by a national bank located in Montana or by a banking corporation incorporated in Montana; or 3) a bid bond or bonds, executed by a surety corporation authorized to do business in Montana. The bid security shall be in the amount of ten percent (10%) of the amount bid. Any such bank instrument shall be payable to Flathead County. If a contract is awarded, the bidder whose bond is accepted and who shall thereafter refuse to enter into and execute the proposed contract, or as stated in the covenant, shall absolutely forfeit such moneys or bank instruments to the County, and become immediately liable on said bid bond in said sum. The bid security shall be returned to the unsuccessful bidders.

All bids must expressly covenant that if the bidder is awarded the contract, the bidder shall within ten (10) calendar days of the acceptance of said bid by the County Commissioners, enter into a contract, and give good and sufficient bond to secure the performance of the terms and conditions of the contract. In the event the successful bidder does not enter into a formal contract within ten (10) calendar days or give sufficient bond to secure performance, the bidder shall pay unto the County the difference between the amount of the bid of said bidder and the amount for which the County legally contracts with another party to perform said work if the latter amount is more than the former.

Award of the project will be contingent upon funding and award concurrence from the County Commissioners. Bids may only be withdrawn as provided in Article 15 of the Instructions to Bidders after the scheduled time for the public opening of bids. Except as provided in the aforementioned Article 15, no bid shall be withdrawn after the opening of bids without the consent of the County Commissioners for a period of sixty (60) days after the scheduled time of receiving the bids.

The County will accept the lowest responsible bid, but the County Commissioners reserve the right to reject any and all bids or to waive any technicality or informality and accept any bid which may be deemed in the best interest of the County.

The successful bidder will be required to furnish an acceptable security for the full amount of the contract for faithful performance thereof and payment of labor, material, and subcontractor claims.

The successful bidder shall be required to furnish to the County evidence of insurance in accordance with the Seventh Edition of the Montana Public Works Standard Specifications. The successful bidder shall for the purpose of the Contract with the County, name Flathead County and Robert Peccia & Associates, Inc. as additional insured on said policy while performing work under County contract.

The successful bidder will be assessed the Montana Contractor's withholding tax.

The successful bidder will be required to abide by Federal and State laws, particularly Section 18-2-401 et seq., M.C.A. (Montana Prevailing Wage Rates).

Authorized by order of the Board of County Commissioners of Flathead County, Montana, in a regular meeting dated this **17th day of March 2026**.

BOARD OF COUNTY COMMISSIONERS
Flathead County, Montana

By: _____
Brad W. Abell, Chairman

Published: March 22, 2026
March 29, 2026

SECTION 00200 - INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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

A. Issuing Office—The Flathead County Road and Bridge Department.

B. Owner – Flathead County, Montana

C. Engineer – Flathead County Road and Bridge Department

ARTICLE 2 - BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 Electronic Documents

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader or later versions. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.04.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within seven (7) days of Owner's request, Bidder must submit the following information:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

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

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. RESERVED

B. RESERVED

C. Bidder's state or other contractor license number.

D. RESERVED

E. Other required information regarding qualifications.

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

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

ARTICLE 4 - PRE-BID CONFERENCE

4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

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

5.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

   a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

   b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

   c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

   d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Other Site-related Documents

A. In addition to the documents regarding existing site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding documents.

Owner will make copies of these other Site-related documents available to any Bidder on request.

B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.

C. The other Site-related documents are not part of the Contract Documents.

D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

E. No other Site-related documents are available.

5.04 Site Visit and Testing by Bidders

A. A Site visit is **not** scheduled following the pre-bid conference. Maps to the site(s) will be available at the pre-Bid conference. The Contractor is encouraged to investigate the site(s) prior to submitting the bid. Investigations that include excavation activities must be coordinated with the engineer and approved by Flathead County. All investigations must be performed within the two-week period prior to the bid opening. Traffic and pedestrian control associated with these investigations shall be the responsibility of the Contractor and must be approved by the appropriate agency.

B. Bidders visiting the Site(s) are required to arrange their own transportation to the Site.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 Owner's Safety Program

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

5.06 Other Work at the Site

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

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.

7.03 Interpretations or clarifications considered necessary by the Owner or Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

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

ARTICLE 10 - SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work within seven days after Bid opening.

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

11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12 - PREPARATION OF BID

12.01 The "Official" Bid Proposal.

A. All blanks on the Bid Proposal must be completed in ink and the Bid Proposal signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Proposal. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Proposal expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 **All Bids must be submitted on an "Official" Bid Proposal supplied by the Owner. Contractors that intend to offer a bid for this project must contact the Flathead County Road & Bridge Department, 1249 Willow Glen Drive, Kalispell, Montana 59901 to obtain an "Official" Bid Proposal, at no charge, and to get their name added to the Planholders List. No bids will be considered unless they are submitted with the "Official" Bid Proposal and the Contractor's name has been included on the Planholders List.**

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Proposal.

12.10 Postal and addresses and telephone number for communications regarding the Bid must be shown.

12.11 RESERVED

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Proposal.

ARTICLE 13 - BASIS OF BID

13.01 RESERVED

13.02 RESERVED

13.03 RESERVED

13.04 Unit Price

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.05 RESERVED

ARTICLE 14 - SUBMITTAL OF BID

14.01 The Bidding Documents shall include one separate bound copy of the Official Bid Proposal and the Bid Bond Form. The bound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the

date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 - OPENING OF BIDS

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

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

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

18.05 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

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

E. Award of the contract shall be to the lowest "responsible" Bidder whose Unit Bid price (if within the funds available) is the lowest "responsible" bid for the work.

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

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

18.08 As part of Owner's investigations, the apparent low bidder may be required to meet with the Owner and the Engineer for a pre-award conference prior to the award of the contract for the purpose of discussing pertinent details pertaining to the proposed work.

ARTICLE 19 - BONDS AND INSURANCE

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

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20 - SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 - STATE LAWS AND REGULATIONS

21.01 All applicable laws, ordinances and the rules and regulations of authorities have jurisdiction over construction of the project shall apply to the Contract throughout. State laws and ordinances which the Contractor must comply with, include but are not limited to, those involving workers compensation insurance, contractor registration, employment preference to Montana contractors and Montana residents, and gross receipts tax.

ARTICLE 22 - APPLICATIONS FOR PAYMENT

22.01 Progress payments will be made during the course of the contract on the basis of the completed and accepted quantities of work measured in place. The Application for Payment must be accompanied by Certified Payroll Records for all workers that perform in any capacity on the project.

22.02 In accordance with Section 15-50-206 of the Montana Code Annotated, the County shall withhold 1% of all payments due to the Contractor (Gross Receipts) and shall transmit that money to the Department of Revenue.

22.03 The County issues checks in accordance with the payable schedule prepared by the Finance Department. Applications for Payment shall be submitted at least fifteen (15) days prior to the next scheduled issuance of checks in order to allow sufficient time for review and processing.

END OF SECTION

SECTION 00300 BID CONDITIONS

These Bid Conditions replace Form C-410 contained within the Seventh Edition of the Montana Public Works Standard Specifications.

ARTICLE 1 - OWNER AND BIDDER

1.01 This Bid is submitted to:

Clerk to the Board of County Commissioners
800 South Main Street, Room 302
Kalispell, Montana 59901

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

ARTICLE 2 - ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid and shall be enclosed with the "Official" Bid Proposal:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3 - SUBMITTING THE BID

3.01 Bidder acknowledges that:

A. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

B. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

NOT FOR BIDDING

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site(s), conducted a thorough visual examination of the Site(s) and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

2026 DUST COST SHARE PROGRAM

BID SHEET - Digital

All Bidders must contact the Flathead County Road & Bridge Department at the address stipulated in Section 00200 to obtain an "Official" Bid Proposal and get their name added to the Planholders List.

The Bid for the following items is for all construction work described in the Contract Documents. The bid price shall include all temporary or permanent equipment, materials, supplies, and labor necessary to construct the items in accordance with the Contract Documents. Bidders shall reference Section 01150, Measurement and Payment, for a detailed description of the Bid Items for Bidding Purposes.

BID PROPOSAL- DIGITAL
2026 DUST COST SHARE PROGRAM
BASE BID

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Price
1	609,923	LF	Dust Palliative	$_____	$_____
				_____ (Unit Price Written in Words)	
TOTAL BASE BID:					$_____
				_____ (Total Base Bid Written in Words)	
				_____ (Dust Palliative Product, **Magnesium Chloride** or **Calcium Chloride**, Written in Words)	

Note: Dust Palliative is in the form of either Magnesium Chloride or Calcium Chloride as a brine solution. Only one of these materials shall be used as dust palliative on this project.

BID PROPOSAL- DIGITAL
2026 DUST COST SHARE PROGRAM
LIST OF EQUIPMENT

Item	Year	Make	Model	Computer Rate Control System
Application Truck 1				
Application Truck 2				
Application Truck 3				

END OF SECTION

NOT FOR BIDDING

SECTION 00520 – AGREEMENT FOR CONSTRUCTION CONTRACT

This Agreement is entered into as of the _____ day of _____, 2026, by and between Flathead County ("County/Owner") and _____ ("Contractor").

The parties hereto agree as follows:

ARTICLE 1 - PROJECT AND DESCRIPTION OF WORK

1.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project, identified as the **2026 Dust Cost Share Program, consists of placing Dust Palliative along identified roads throughout the Flathead County Roadway System.**

1.02 Contractor agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish and transport all necessary labor, materials, tools, implements, and appliances required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the County/Owner, free of any and all liens and claims of laborers, material, men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and city ordinances, rules, and regulations, the project which is described in the Invitation to Bid and these Contract Documents.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Contents

A. The Project shall be accomplished according to all of the contract documents and according to the Contract Documents and Specification prepared in connection with the Project and incorporated herein by reference, which Specifications may be amended from time to time.

B. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions (not attached but incorporated by reference).
4. Supplementary Conditions (not attached but incorporated by reference).
5. Special Provisions (not attached but incorporated by reference).
6. Specifications (not attached but incorporated by reference) as listed in the table of contents of the project manual.
7. Maps of Roadways, (not attached but incorporated by reference) as included in Appendix C of the Contract Documents.
8. Addenda (numbers **none** to **none**, inclusive).

9. Exhibits to this Agreement (enumerated as follows):

    a. **None**

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond, if any.

11. **Minimum Standards for Design and Construction for Flathead County**, version current at time of bidding (not attached but incorporated by reference).

C. The Contract Documents listed in Paragraph 2.01.B are attached to this Agreement (except as expressly noted otherwise above).

D. There are no Contract Documents other than those listed above in this Article 2.

E. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 3 - CONTRACT PRICE AND PAYMENT PROCEDURES

3.01 The County/Owner shall pay Contractor for such labor and materials an amount totaling $_____ _____ (_____) hereinafter called "Contract Price" as follows:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

B. The County/Owner agrees to make progress payments to Contractor within thirty (30) days following the Owner's approval of the request for payment, in an amount equal to ninety-five percent (95%) of the portion of the Contract Price allocable to labor, materials and equipment incorporated into the Project, less the aggregate of previous payments.

C. Upon completion of the Project, the remaining five percent (5%) of the Contract Price will be paid after the Project is inspected and accepted by the County/Owner as described in the Supplementary Conditions. The Performance Bond shall remain in full force and effect through the contract period.

3.02 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

3.03 Progress Payments; Retainage and Public Contractor's 1% Gross Receipts Tax

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 3.03.A.1.a.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County/Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

   a. 95 percent of the value of the Work completed (with the balance being retainage).

      1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to County/Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to County/Owner and Engineer, there will be no additional retainage; and

   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. In accordance with Section 15-10-206 of the Montana Code Annotated, County/Owner shall withhold 1 percent of all payments due to the Contractor (Gross Receipts) and shall transmit that money to the Montana Department of Revenue.

C. Upon Substantial Completion, County/Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by County/Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

3.04 Final Payment

A. Upon final completion and acceptance of the Work, County/Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

3.05 Consent of Surety

A. County/Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 4 - DISCHARGE OF LIENS

4.01 If at any time during the progress of the work or before the final payment is made, any lien or claim of lien is filed, or notification to withhold money for labor or materials furnished by or through Contractor under this Agreement is served on the County/Owner, the County/Owner shall have the right to withhold from any payment due Contractor, an amount equal to one and one-half (1 ½) times the amount of any or all such liens or claims. If Contractor has not settled the liens or claims by the date of completion of the Project, the County/Owner shall have the right, but shall not be obliged, to discharge any and all such liens or claims out of the withheld money.

ARTICLE 5 - EXTRA WORK

5.01 If at any time or times during the progress of the Project, the County/Owner desires to make any additions to, alterations of, deviations from, or omissions from the Project, it may do so and the same shall in no way affect or make void this Agreement, but no such additions, alterations, deviations, or omissions shall be made except on the County/Owner's written request. Any such alterations, deviations, or omissions that decrease the cost of the Project shall be evaluated on a lumpsum basis and this amount shall be deducted from the Contract Price. Any such additions, alterations, or deviations that increase the cost of the Project shall at the County/Owner's option be evaluated (1) on a lumpsum basis, the amount thereof to be agreed on in writing before the initiation of such addition, alteration, or deviation, or (2) on the basis of Contractor's actual out-of-pocket expenses plus ten percent (10%). This extra work shall be held to be completed when the entire Project is finished in accordance with the original Plans and Specifications as amended by such changes, whatever may be their nature or extent. No premium rate for overtime, weekend or holiday work is authorized by the County/Owner.

ARTICLE 6 - TIME FOR COMMENCEMENT AND COMPLETION

6.01 Time is of the Essence

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

6.02 Contractor agrees to commence work as specified in the Notice to Proceed. The Contractor agrees to complete the entire Project under this Agreement, as may be amended, no later than **21** calendar days after the Notice to Proceed commencement of work date.

ARTICLE 7 - COMPLIANCE WITH STATE LAW

7.01 Contractor shall at all times pay prevailing wages as provided in Section 18-2-401, MCA. The prevailing wage rates, including fringe benefits, applicable to the Project are incorporated herein by reference. In addition, the Contractor shall be required to pay the 1% public contractor license fee required by Section 15-50-101, et seq., MCA, and such amount shall be withheld by the County/Owner and remitted to the Montana Department of Revenue. Contractor shall comply with Section 18-2-403, MCA, regarding preference in employment to Montana residents. Finally, Contractor shall comply with Section 39-3-701, et seq., MCA, which requires the posting of a bond

with the Commission of Labor and Industry to insure payment of workers' wages and fringe benefits.

ARTICLE 8 - CHARGES AND LIENS

8.01 Contractor shall pay all charges incurred by him for labor and materials used in the Project as they become due. Should Contractor fail to pay any such charge, or fail to furnish the County/Owner with proper indemnity, either by satisfactory corporate surety bond or satisfactory title insurance policy, the County/Owner may pay the same on behalf of Contractor and shall be reimbursed by the Contractor for such payment on request. The County/Owner, however, shall not be entitled by means of assignments or otherwise to collect from Contractor any greater amount under this Section than the amount actually paid by the County/Owner (including attorneys' fees and costs) in reasonable settlement or discharge of any such charge for labor and materials.

ARTICLE 9 - INDEMNITY AGREEMENT

9.01 Contractor shall indemnify and save harmless the County/Owner and its agents and servants, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of Contractor, any subcontractor, or any employees of the County/Owner, Contractor, or any subcontractor, or any other person, and damages to or destruction of property of the County/Owner or any other person, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, however caused, regardless of any negligence of the County/Owner or its agents or servants, be it active or passive, except the sole negligence or willful misconduct of the County/Owner or its agents or servants. Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by the County/Owner and shall include any and all penalties imposed upon the County/Owner on account of the violation of any law or regulation by Contractor.

ARTICLE 10 - INSURANCE

10.01 Before commencement of any work under this Agreement, Contractor shall take out and thereafter during the life of this Agreement maintain in full force and effect an insurance policy written upon a form and by a company which meets with the approval of the County/Owner, insuring the County/Owner, its officers, agents, and employees against loss or liability which may arise during the work on the Project, or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Insurance shall be written to meet the limits specified in the Supplementary Conditions. Said policy shall be written in favor of Contractor and all subcontractors and also in favor of the County/Owner, its officers, agents, and employees and shall be maintained in full force and effect until the Project is unconditionally accepted by the County/Owner. This insurance policy shall state by its terms that it shall not be canceled without ninety (90) days written notice thereto having been given to the County/Owner.

10.02 Before commencement of any work under this Agreement, Contractor shall take out and thereafter during the life of this Agreement, maintain in full force and effect workers' compensation insurance covering Contractor's full liability for compensation to any person or persons who are or may be engaged in the execution of the work done under this Agreement, in compliance with all Workers' Compensation Insurance of the State of Montana and amendments thereto.

10.03 Written proof of compliance with these requirements (a) and (b) shall be filed with and approved by the County/Owner before commencement of the Project. Contractor shall pay any and all deductibles required by these insurance policies.

ARTICLE 11 - PERFORMANCE AND PAYMENT BOND

11.01 As required by Section 18-2-201, et seq., MCA, Contractor, at his own cost and expense, shall procure prior to commencement of work and maintain during the term of this Agreement, a performance bond and a payment bond, in a sum not less than the Contract Price, to guarantee faithful performance of all of Contractor's obligations as set forth herein, and to secure payment to its subcontractors, and all other persons performing labor or providing material, including the rental of equipment, relating to the Project as provided herein. Such bonds shall be in a form satisfactory to the County/Owner.

ARTICLE 12 - LIQUIDATED DAMAGES

12.01 The parties agree that it would be extremely difficult to determine the County/Owner's actual damages in the event that the Contractor fails to complete the Project within the time for completion, as set forth herein. If the Contractor fails to complete the Project within the time for completion, then the Contractor shall pay to the County/Owner **$500** per calendar day as liquidated damages, and not as a penalty, and to pay the Owner labor and equipment as set forth in the Supplementary Conditions, to cover additional inspection cost, for each calendar day the Project is incomplete and not accepted by the County/Owner.

ARTICLE 13 - SPECIAL DAMAGES

13.01 Contractor shall reimburse County/Owner (1) for any fines or penalties imposed on County/Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by County/Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in **Article 6** and the Special Provisions (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

13.02 After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, contractor shall reimburse County/Owner for the actual costs reasonably incurred by County/Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Article 5 (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

13.03 The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 14 - TERMINATION OF CONTRACT/DAMAGES

14.01 Should Contractor at any time during the progress of the Project refuse or neglect to supply sufficient materials or workmen to complete the Project for a period of more than seven (7) days after having been notified by the County/Owner to furnish them, or should Contractor at any time during the progress of the work refuse or fail to make prompt payment to subcontractors, laborers or material, men for labor performed on or materials furnished to the Project for a period of more than seven (7) days after having been notified by the County/Owner to make said payments, the County/Owner may terminate this Agreement and contract for completion of the work or complete the work itself and make good any deficiencies and may deduct the costs thereof, including all expenses and attorneys' fees, from the payment then or thereafter due to the Contractor. On completion of said Project by the County/Owner or the County/Owner's agent, if the unpaid balance of the Contract Price exceeds the actual expenses, including attorneys' fees, incurred by the County/Owner in completing the Project, such excess shall be promptly paid by the County/Owner to Contractor. If, however, on completion of the Project by the County/Owner or the County/Owner's agents, the expenses, including attorneys' fees, incurred by the County/Owner in completing the Project exceed the unpaid balance of the Contract Price; such excess shall be promptly paid by Contractor to the County/Owner.

Additionally, upon default under this Agreement by Contractor, the County/Owner may recover from Contractor all damages allowed by law.

14.02 Should the County/Owner fail to pay Contractor within seven (7) days after payment becomes due as provided herein any amount payable by the County/Owner to Contractor pursuant to this Agreement, Contractor may, following seven (7) days' written notice thereof to the County/Owner, terminate his services under this Agreement until all past due payments have been received by Contractor or are set aside in an escrow; and, additionally, Contractor may recover from the County/Owner all damages allowed by law.

ARTICLE 15 - UNAVOIDABLE DELAYS AND DEFAULTS

15.01 Either party, Contractor or the County/Owner, shall be excused for any delays or defaults by it in the performance of this Agreement unavoidably caused by the act of the other, or the agents or subcontractors or suppliers of the other, and the Contractor shall be excused for any delays or defaults caused by Acts of God that Contractor could not have reasonably foreseen and provided for, by stormy weather which prevents the work, by strikes, by walkouts, by civil disorders, by boycotts, or by failure to obtain the necessary materials due to governmental acts, restrictions or regulations, and the time for completion of the Project shall be extended thereby.

ARTICLE 16 - EMPLOYMENT NONDISCRIMINATION

16.01 Contractor shall comply strictly with applicable federal, state, and local requirements relating to the establishment of nondiscriminatory practices in hiring and employment.

ARTICLE 17 - LAWS AND REGULATIONS

17.01 Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the Project. If Contractor observes that the Plans and Specifications are at variance therewith, he shall promptly notify the County/Owner in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in the work. If Contractor performs any work contrary to such laws, ordinances, rules, and regulations, and without written notice to the County/Owner, he shall bear all costs arising therefrom.

ARTICLE 18 - CUSTOMER RELATIONS

18.01 Contractor agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the County/Owner's public relations. Contractor agrees that complaints of any nature received from the public or from public authorities shall receive immediate attention. All complaints and any action taken by the Contractor with respect to such complaints shall be reported to the County/Owner.

ARTICLE 19 - NOTICES

19.01 Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, three (3) days after deposited in the United States mail, first class postage paid, addressed to the County/Owner at 1249 Willow Glen Drive, Kalispell, Montana 59901, or to Contractor at _____. Either party, the County/Owner or Contractor, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

ARTICLE 20 - ATTORNEYS' FEES

20.01 In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

ARTICLE 21 - CAPTIONS

21.01 The captions and headings of the different sections of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of the same.

ARTICLE 22 - NECESSARY ACTS

22.01 Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

23.01 Neither party may assign this Agreement, or payments due under the Agreement, without the written consent of the other party.

ARTICLE 24 - GOVERNING LAW

24.01 This Agreement shall be construed in accordance with, and governed by, the laws of the State of Montana.

ARTICLE 25 - FORUM

25.01 Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Flathead, State of Montana.

ARTICLE 26 - SOLE AND ONLY AGREEMENT

26.01 This Agreement, including any exhibits attached hereto, and including all other documents referred to herein, constitute the sole and only Agreement of the parties hereto relating to the Project and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement or referenced herein are of no force and effect.

ARTICLE 27 - TIME OF ESSENCE

27.01 Time is of the essence in this Agreement.

ARTICLE 28 - SEVERABILITY

28.01 In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement.

ARTICLE 29 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

29.01 Contractor's Representations

A. In order to induce County/Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by County/Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

29.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County/Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County/Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County/Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

29.03 Standard General Conditions

A. County/Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if County/Owner is the party that has furnished said General Conditions, then County/Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 30 - FINANCIAL INDUSTRY NONDISCRIMINATION

30.01 Per MCA 30-20-301(2), Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

IN WITNESS WHEREOF, County/Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

County/Owner:

_____
(typed or printed name of organization)

By:

_____
(individual's signature)

Date:

_____
(date signed)

Name:

_____
(typed or printed)

Title:

_____
(typed or printed)

Attest:

_____
(individual's signature)

Title:

_____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name:

_____
(typed or printed)

Title:

_____
(typed or printed)

Address:

_____

_____

_____

Phone:

Email:

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

_____
(typed or printed name of organization)

By:

_____
(individual's signature)

Date:

_____
(date signed)

Name:

_____
(typed or printed)

Title:

_____
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

_____
(individual's signature)

Title:

_____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name:

_____
(typed or printed)

Title:

_____
(typed or printed)

Address:

_____

_____

_____

Phone:

Email:

License No.:

(where applicable)

State:

SECTION 00700 – EJCDC C-700 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. Agreement—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. Application for Payment—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. Bidder—An individual or entity that submits a Bid to Owner.

6. Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. Bidding Requirements—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. Claim

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.

14. Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. Contract Times—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. Contractor—The individual or entity with which Owner has contracted for performance of the Work.

17. Cost of the Work—See Paragraph 13.01 for definition.

18. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Contract—The date, indicated in the Agreement, on which the Contract becomes effective.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (email), upload/download from a secure Project

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website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in the Agreement.

23. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. Milestone—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. Notice of Award—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. Notice to Proceed—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. Owner—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant

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to the terms of the Contract.

31. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. Submittal—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or

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accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. Successful Bidder—The Bidder to which the Owner makes an award of contract.

44. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.

45. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. Technical Data

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system

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is not an Underground Facility.

48. Unit Price Work—Work to be paid for on the basis of unit prices.

49. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. Furnish, Install, Perform, Provide

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1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Contract Price or Contract Times: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. Evidence of Owner's Insurance: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

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2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

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

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

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Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will

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be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby

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(except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or

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other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the

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Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not

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preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5 - SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

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5.03 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. Limitations of Other Data and Documents: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled

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to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. Early Resumption of Work: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. Possible Price and Times Adjustments

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

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b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. Underground Facilities; Hazardous Environmental Conditions: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. Contractor's Responsibilities: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground

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Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. Engineer's Review: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. Early Resumption of Work: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. Possible Price and Times Adjustments

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or

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any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but

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not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

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H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, 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 arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

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B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

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D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off

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against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

A. Required Insurance: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. General Provisions: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be

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liable; and

5. include all necessary endorsements to support the stated requirements.

C. Additional Insureds: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

A. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. Property Insurance for Facilities of Owner Where Work Will Occur: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. Property Insurance for Substantially Complete Facilities: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then

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Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. Insurance of Other Property; Additional Insurance: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each

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and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1)

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Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 "Or Equals"

A. Contractor's Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that the proposed item:

      1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

      3) has a proven record of performance and availability of responsive service; and

      4) is not objectionable to Owner.

   b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be

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final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. Treatment as a Substitution Request: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

A. Contractor's Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

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C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

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7.08 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, 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 arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, 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 arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

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7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, 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 arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to

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be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on

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the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. Samples

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field

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Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

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c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related

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thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

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B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8 - OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-

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party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the

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performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

   1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

   2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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ARTICLE 9 - OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

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10.03 Resident Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the

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safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11 - CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b)

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required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

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11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

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1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

   d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

   e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. Purpose and Content: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer

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concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedures

1. Submittal: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. Supporting Data: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. Engineer's Initial Review: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. Engineer's Full Review and Action on the Change Proposal: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. Binding Decision: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the

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Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. Post-Completion: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 - CLAIMS

12.01 Claims

A. Claims Process: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

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D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 Cost of the Work

A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving

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rise to the adjustment.

B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. Construction Equipment Rental

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

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2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. Documentation and Audit: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. Owner's Contingency Allowance: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in

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connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.

B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Notice of Defects: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or

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completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction

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(including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to

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the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work;

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

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b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

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j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify

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Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph

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15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable

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to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Notice of Acceptability: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. Final Payment Becomes Due: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect

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Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an

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extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

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F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. Final Resolution of Disputes: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 - MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if

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repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

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

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

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SECTION 00800 - SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SECTION 00800 – SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C 700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC 4.05."

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC-941 (2018), included in the Appendix under Miscellaneous Forms. Agency approval may be required before Change Orders are effective.

SC-1.01.A.22 – Delete Paragraph 101.A.22 in its entirety and insert the following in its place:

Engineer—For the purposes of this project and in regard to all associated Contract Documents and Specifications, the Engineer is defined as the Flathead County Road and Bridge Department.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC-940 (2018), included in the Appendix under Miscellaneous Forms. Agency approval may be required before a Work Change Directive is issued.

SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:

51. Agency – The Agency for these documents refers to the funding agency. If a project is wholly funded by the Owner, Agency is not applicable.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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

C. Evidence of Owner's Insurance: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner

in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC 2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor **1** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01.A Delete the last sentence of paragraph.

4.05 Delays in Contractor's Progress

SC 4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following:

1) that weather conditions were abnormal for the period of time in which the delay occurred,

2) that such weather conditions could not have been reasonably anticipated, and;

3) that such weather conditions had an adverse effect on the Work as scheduled.

Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the contractor to provide documentation as indicated in items 1-3 in this paragraph.

b. Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions

ARTICLE 5 - SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

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

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		**None**

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: [If there are no such drawings, so indicate in the table.

Drawings Title	Date of Drawings	Technical Data
None		**None**

G. Contractor may examine copies of reports and drawings identified in SC 5.03.E and SC 5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC 5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		**None**

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: [If there are no such drawings, so indicate in the table.

Drawings Title	Date of Drawings	Technical Data
None		**None**

ARTICLE 6 - BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC 6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. **Required Performance Bond Form**: The performance bond that Contractor furnishes will be in the form of EJCDC® C 610, Performance Bond (2010, 2013, or 2018 edition).

2. **Required Payment Bond Form**: The payment bond that Contractor furnishes will be in the form of EJCDC® C 615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 - Add the following paragraphs immediately after Paragraph 6.01.B:

1. All Contractors shall be responsible for meeting the Montana Workers Surety Bond Requirements per MCA 18 2 201.

2. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **0 years** after Substantial Completion. **No warranty of Dust Palliative is required.**

6.02 Insurance—General Provisions

SC 6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated:

   a. Bodily Injury:

      1) Each Person: $1,000,000

      2) Each Accident: $3,000,000

   b. Property Damage:

      1) Each Person: $1,000,000

      2) Each Accident: $3,000,000

6.03 Contractor's Insurance

SC 6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:

   1. **Flathead County**

E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United

States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$1,000,000

F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

   a. Such insurance must be maintained for three years after final payment.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$3,000,000
Products—Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage—Each Occurrence	$2,000,000

J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$2,000,000
Each Accident	$2,000,000
Property Damage	
Each Accident	$2,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

K. Umbrella or Excess Liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000
General Aggregate	$3,000,000

L. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. Contractor's Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$2,000,000
General Aggregate	$2,000,000

6.04 Builder's Risk and Other Property Insurance

SC 6.04 Remove Paragraph 6.04 of the General Conditions in its entirety.

6.05 Property Losses; Subrogation

SC 6.05 Remove Paragraph 6.05 of the General Conditions in its entirety.

6.06 Receipt of Application of Property Insurance Proceeds

SC 6.06 Remove Paragraph 6.06 of the General Conditions in its entirety.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC 7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **8 am to 5 pm.**
2. Owner's legal holidays are:
    a. New Year's Day
    b. Martin Luther King Jr. Day
    c. President's Day
    d. Memorial Day
    e. Independence Day
    f. Labor Day
    g. Veteran's Day
    h. Thanksgiving Day
    i. Christmas Day
    j. State General Election Day (even numbered years)
    k. Columbus Day

SC 7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC 7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. If Owner gives written consent for work outside of normal working hours and/or work on Saturdays, Sundays or any legal holiday **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.10 Taxes

SC 7.10 Add a new paragraph immediately after Paragraph 7.10.A:

A. Owner is exempt from payment of sales and compensating use taxes of the **State of Montana** and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.13 Safety and Protection

SC 7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work:

NONE.

ARTICLE 8 - OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

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

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11 - CHANGES TO THE CONTRACT

SC-11.02.C Add new paragraph immediately after Paragraph 11.02.B:

C. If applicable, the Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2 Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1

1. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

ARTICLE 12 - CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13 - COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC 13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the **US Army Corps of Engineers EP1110-1-8 Construction Equipment Ownership and Operating Expense Schedule for Region 4**, most current at time of bidding.

SC 13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

13.03 Unit Price Work

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

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts **to 25 percent or more** of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **25 percent** from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15 - PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01.B.4 Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 Add the following new paragraphs immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is Form included in the Appendix under Miscellaneous Forms. **The Agency must approve all Applications for Payment before payment is made**.

SC-15.01.D.1 Delete paragraph in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due **twenty (20)** days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A Amend paragraph by striking out the following text: "**7 days after**".

15.03 Substantial Completion

SC-15.03.A Modify by adding the following after the last sentence:

Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

SC 15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 Correction Period

SC 15.08 Add the following new Paragraph 15.08.G:

G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **0 years** after Substantial Completion. **No warranty of dust palliative is required.**

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17 - FINAL RESOLUTIONS OF DISPUTES

No suggested Supplementary Conditions in this Article.

ARTICLE 18 - MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

SC-19 - Add the following new Article 19 immediately after Article 18:

ARTICLE 19 - RESERVED

SC-20 - Add the following new Article 20 immediately after Article 19:

ARTICLE 20 - STATE OF MONTANA REQUIREMENTS

20.01 Suspension or Debarment from Contract Eligibility (MCA 18-4-241 & ARM 2.5.402)

A. A contract award must not be made to parties (person and/or an company owned wholly or partially) listed on the State of Montana State Procurement Bureau's Debarred & Suspended Vendors list.

END OF SECTION

SECTION 00905 – SPECIAL PROVISIONS

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SP# 1. PROJECT RELATED CONTACTS

1.01 Below are the project related contacts for the Owner, Engineer and Utility Companies for this project:

A. Owner: **Flathead County**
Road and Bridge Department
1249 Willow Glen Drive
Kalispell, MT, 59901
Dave Prunty, Public Works Director
406-758-5790 - dprunty@flatheadcounty.gov

B. Engineer: **Flathead County Road and Bridge Department.**
1249 Willow Glen Drive
Kalispell, MT. 59901
Dave Prunty, Public Works Director
406-758-5790 - dprunty@flatheadcounty.gov

C. Guidance Notes—Utility Companies

D. Utility Companies – Below is a list of utility company contacts that may have utilities within the project area:

One Call Locators	800-424-5555
NorthWestern Energy (Gas)	406-871-2570
CenturyLink (Phone)	406-471-7636
Charter (Cable)	406-250-3186
AT&T (Fiber)	406-253-4883
Flathead Electric Coop (Power)	406-751-4461

SP# 2. CONTRACT TIME, LIQUIDATED DAMAGES AND SPECIAL DAMAGES

2.01 Contract Time

A. Contract time(s) are stipulated in **Article 6 of Section 00520 – Agreement**.

2.02 Liquidated Damages

A. Liquidated damages are stipulated in **Article 12 of Section 00520 – Agreement**.

2.03 Special Damages

A. Special damages are stipulated in **Article 13 of Section 00520 – Agreement**.

B. Examples of Special Damages reasonably incurred by Owner shall include, but not be limited to, the following:

1. Working outside of the allowed Regular Hours or working Saturdays, Sundays, and holidays.
2. Furnishing materials or equipment not in conformance with Contract Documents necessitating rework by the Engineer.
3. Working beyond the time of completion established in the Notice to Proceed with Construction.
4. Retests by the Engineer of tests that have failed.
5. Retests by others for tests that require Engineer's presence.
6. Repeated review of submittals that have not been approved.
7. Additional inspection as a result of unacceptable work.
8. Failing to follow design or construction documents.
9. Submitting excessive or unreasonable claims requiring Engineer's review.
10. Failing to properly document pay requests.
11. Failing to provide or adhere to schedules.
12. Other services that are within the Contractor's control to avoid.

C. The costs for the Special Damages shall be according to the following schedule:

1. Labor: At the Engineer's current billable rates, including overhead.
2. Other Consultant: At actual cost plus 10%.
3. Mileage: $0.75/mi.
4. Per Diem: IRS allowable rate
5. Other expenses and laboratory testing: Actual Cost + 10%.
6. Field Testing: Engineer's current billable rate for specific equipment utilized.

D. Contractor shall make payment of these Engineering services by deduction from the project progress payments or final payment or by invoice to the Contractor.

SP# 3. INSPECTION BY OWNER

3.01 Owner personnel and other authorized representatives of the Owner shall have access to the work at all times.

SP# 4. SAFETY STANDARDS

4.01 The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

4.02 The Contractor shall develop and maintain for the duration of this contract a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

4.03 The duty of the Engineer to conduct construction review of the work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on, or near the construction site.

4.04 The Contractor, as a part of their safety program, shall maintain at their office or other well-known place at the jobsites, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

4.05 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Engineer. In addition, the Contractor must promptly report in writing to the Owner and the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

4.06 If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner and the Engineer, giving full details of the claim.

4.07 The Contractor shall take all necessary provisions for safe handling of chemical amendments and potentially hazardous wastes, including apprising himself of hazards, developing safety plans, providing emergency and decontamination services, and developing spill containment procedures.

SP# 5. OSHA REGULATIONS

5.01 The Contractor will be required to comply with current Occupational Safety and Health Administration Construction Standards for Excavations.

5.02 Any conflicting information between OSHA documents and these Contract Documents shall be revised so that the OSHA document requirements supersede and take precedence over all other conflicting information. The Contractor shall be required to obtain copies of the OSHA document and to complete a review of the same to avoid misinterpretation of their regulations.

5.03 Hazardous Atmospheres

A. The Contractor shall prevent employee exposure to potentially harmful levels of contaminants and ensure acceptable OSHA worker safety procedures are implemented.

SP# 6. CONSTRUCTION SUPERINTENDENT

6.01 The Contractor shall designate a qualified resident superintendent per Article 7.02.B of the General Conditions. The superintendent shall be on site or be immediately available by phone during construction operations. The superintendent shall have authority to make field changes as directed.

SP# 7. CONSTRUCTION PROGRESS SCHEDULE

7.01 The Contractor shall provide the Owner and Engineer with a Construction Progress Schedule at least seven (7) days prior to the beginning of construction. The schedule shall be presented in bar chart form and shall show the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract. Progress schedules will also be required with each pay application submittal. Modifications to Progress Schedules shall be presented at Progress Meetings.

SP# 8. HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

8.01 If hazardous environmental conditions are encountered, Contractor shall provide notice to the Owner, Engineer and the Montana Department of Environmental Quality (MDEQ) and review Article 5.06 of the General Conditions.

SP# 9. SITE INSPECTIONS AND PREBID CONFERENCES

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

9.02 The Bidders shall notify the Owner and Engineer prior to performing any examination of investigation of the project site.

9.03 A Prebid conference will be held. See Invitation to Bid for time, date, and location. Those interested in bidding on the project are encouraged to attend this meeting.

SP# 10. WEATHER DAYS AND WINTER SHUTDOWN

10.01 Weather Days:

A. It is anticipated that this Project will be constructed during the **summer month of June**. For delays in Contractor's progress, see General Condition 4.05 and Supplementary Condition SC-4.05.

10.02 Winter Shutdown:

A. There will be no winter shutdown for this project.

SP# 11. GOVERNING STANDARDS, REGULATORY REQUIREMENTS AND PERMITS

11.01 Governing Standards

A. The current edition of the Montana Public Works Standard Specifications is adopted in its entirety for this project, except as amended by the current edition of the Minimum Standards for Design and Construction for Flathead County, Montana and any amendments or modifications and technical specifications added to the Contract Documents. With respect to the design and/or construction of public facilities, any conflict(s) or difference(s) between the Montana Public Works Standard Specifications and the Minimum Standards for Design and Construction for Flathead County, Montana shall be resolved in favor of the Minimum Standards for Design and Construction for Flathead County, Montana. In the event of a conflict between the Special Provisions and any other portion of the Contract Documents the Special Provisions shall take precedence.

11.02 Regulatory Requirements

A. The performance of this work shall be under the jurisdiction of the following agencies, departments, and standards and compliance with the requirements thereof is required:

1. Federal Level

    a. United States law; United States Corps of Engineers; Environmental Protection Agency.

2. State Level

    a. Montana Code Annotated; Montana Department of Environmental Quality; Dept. of Fish, Wildlife & Parks (SPA); Department of State Lands; the Department of Natural Resources and Conservation; the Montana Building Codes Division; Uniform Building Code, (latest edition); Uniform Plumbing Code, (latest edition); Uniform Mechanical Code, (latest edition); Uniform Fire Code (latest edition); National Electric Code, (latest edition).

3. Local Level

    a. City and County ordinances and regulations, City and County permit requirements, etc.

11.03 Permits

A. The Contractor must also comply with the requirements of any permits obtained for the project by the Owner. These permits may include stream bed crossing permits, flood plain permits, etc. Copies of any of these permits are included within the Project Manual. However, the Contractor shall be responsible for obtaining any permits regarding the discharge of any water related to the construction of this project. The Contractor shall keep copies of all permits onsite at all times. The following permits have been secured for this project:

1. Flathead County Permit for construction within right-of-way will be the Notice to Proceed.

B. Contractor Secured Permits

1. Permits related to discharging construction water will be secured by the Contractor.

11.04 Contractor's Responsibility

A. The Contractor shall familiarize himself with the requirements of all governing standards, regulatory agencies requirements and permits pertaining to the performance of the work on the project. The Contractor shall perform all work in accordance with the standards, regulatory requirements and permits. Any conflict between the Contract Documents and the regulatory requirements shall be brought to the immediate attention of the Engineer.

SP# 12. CLEANUP

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

A. Daily Cleanup Requirements

1. The Contractor will be responsible for keeping all public streets, sidewalks and driveways free of tracked mud and other construction related debris. The Contractor will be required to perform daily cleanup activities on an "as needed" basis. At a minimum, the Contractor shall perform daily cleanup activities at the end of each working day. At any time, if the Owner or Engineer deems that it is necessary for cleanup activities be performed, the Contractor shall immediately take action to satisfy the cleanup request.

B. Final Cleanup Requirements

Cleanup for each item of work shall be fully completed and accepted before the item is considered final. Before final acceptance is made, the entire work shall be cleaned and conditioned. See **Section 01700 – Contract Closeout** for additional information.

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

SP# 13. DIESEL FUEL PRICE ADJUSTMENT

13.01 There will be not Contract price adjustment, up or down, due to an increase or decrease in fuel cost.

SP# 14. NOTICES

14.01 The contractor shall produce and distribute notices in accordance with **Item 1.13 of Section 01010 - Summary of Work**.

14.02 It will be the responsibility of the Contractor to notify the following individuals for the following items:

A. Notify the Owner/Engineer Four (4) working days in advance: The Owner/Engineer will blade and shape all roadways in the Spring of 2026. If any roadways have excessive potholes, rutting or poor crown, the Contractor shall notify the Owner/Engineer four (4) working days in advance. The Owner/Engineer will fill potholes, reshape the roadway (ruts and crowns), and perform excessive roadway grading (beyond high blade/scarifying). The Owner/Engineer is responsible for high blading/scarifying and watering the roadways prior to the dust control application.

B. Notify all landowners adjacent to the project 48 hours in advance by placing dust application notices on roadways to be improved. The notices shall be placed on a lathe with an 8 ½"x 11" sheet of laminated paper displaying the appropriate information.

C. After dust palliative applications have been placed, the Contractor shall immediately post 5 mph speed limit notice signs on a lathe with 8 ½"x 11" sheet of laminated paper. Speed limit notice signs shall be placed at the beginning, middle and end of the roadway segment that has received dust control treatments and remain in place for a minimum of 24 hours.

All notices shall be submitted for review and approval to the Owner a minimum of 24 hours prior to required notice period.

SP# 15. MAINTENANCE OF ACCESS

15.01 The Contractor shall maintain "ONE LANE, TWO WAY TRAVEL" through the worksites using approved traffic control methods. The Contractor shall provide "TWO LANE, TWO WAY TRAVEL" through the entire worksites at night or when construction activities have ceased. Access to adjacent residences/businesses may be restricted. The Contractor shall NOT close any access, in its entirety, for longer than four (4) hours, and only after 48-hour advanced notice to the Owner and resident/business owner. The Contractor will be responsible for maintaining only ONE access to each residence/business.

SP# 16. DISPOSAL OF USED WATER

16.01 Disposal of used water shall be the responsibility of the Contractor. Discharges to the surface are subject to permit and regulatory requirements.

SP# 17. WATER POLLUTIONS

17.01 The Contractor shall comply with all laws and regulations of the Montana Department of Environmental Quality and with all other federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumen, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

17.02 The Contractor may use materials from any source, providing the materials have been tested through representative samples and will meet the Specifications.

17.03 Water for use in the dust palliative application to the roadway shall be supplied by the Contractor.

SP# 18. DUST PALLIATIVE APPLICATION

18.01 The Contractor shall provide application of dust palliative in the form of Magnesium Chloride or Calcium Chloride. Only one of these dust palliative materials may be used on this project.

18.02 The Contractor shall be available for dust control application during **June of 2026**. The Contractor is required to have at least three (3) application trucks for this project. The year, make, model, and computer rate control shall be included in the Equipment List table of the Official Bid packet. The Contractor is responsible for traffic control during the application process. The Contractor is also responsible for any damage resulting from work performed under this contract, including but not limited to: roadways, culverts, driveways, fencing, utilities, mailboxes, etc. Material Safety Data Sheets (MSDS) shall be supplied by the Contractor to the County for products utilized as dust control agents.

18.03 Contractors shall submit a work plan detailing their anticipated scheduling and order of roads to be treated prior to the Notice to Proceed.

18.04 **Table 20-1 Dust Palliative Applications** provides the roadway name, linear footage, beginning and ending of the dust palliative applications. The linear footage shown in the table and on the maps are for reference only. Actual start – stop locations, either as shown or marked in the field, will be the actual lengths measured and paid for. Refer to **Appendix C** for Roadway Maps:

Road Name	Start Point	End Point	Footage
Amdahl Ln	Start at end of pavement off Hwy 35	Proceed N to end of road at 310 Amdahl Ln Total 3,834' (.73mi.)	**3,834.00**
Ashley Lake Rd- RAC	Start at end of pavement at Ashley Lake Rd and Batavia Rd.	Proceed northwest 3.36 miles on Ashley Lake Rd. plus .8 mi. on North Ashley Lake Rd Total 21,965' (4.16mi.)	**21,965.00**

Austin Xrd-Middle Rd	Start 1/4 mi. E of Austin Xroads/ Middle Rd Int	Proceed W 2,020' (.39mi.) and proceed N on Middle Rd for 660' (.13mi.) Total 2,680' (.51mi.)	**2,680.00**
Bald Rock Rd	Start at end of pavement at 810 Bald Rock Road	Proceed N/W/N to 1238 Bald Rock Rd (beginning of pavement) 4,488' (.85mi.)	**4,488.00**
Bald Rock Rd	Start 1/2 mile N of Rhodes Draw & Bald Rock Rd (at Frost stop point)	Proceed N for 1,500' (.28mi.)	**1,500.00**
Bald Rock Rd	Start at Int of Rhodes Draw	Proceed North 2,640' (.5mi.)	**2,640.00**
Bear Creek Rd	Start 4,507' from Hwy 83 Int on Bear Creek Rd	Proceed E for 3,960' (.75mi.)	**3,960.00**
Beaver lake Road	Start at apron on Beaver Lk Rd	Proceed E for 2,640' (.5mi.)	**2,640.00**
Beaver Lake Rd	Start 250' past hairpin curve	Proceed N to end of maintenance 4,200' (.79mi.)	**4,200.00**
Bigfork Stage Rd	Start at end of pavement on Bigfork Stage	Proceed N to beginning of pavement 9,775' (1.85mi.)	**9,775.00**
Boon Road	Start at end of pavement	Proceed W for 6,459' (1.22mi.) end corner of Boon & Buffalo Trl	**6,459.00**
Braig Rd	Start at Dillon Rd	Proceed E and S to Int of Braig Rd & Trumble Creek Rd 6,534' (1.24mi.)	**6,534.00**
Brosten Ln	Start at MT Hwy 83 Int	Proceed N for 5,280' (1mi.)	**5,280.00**
Browns Rd	Start at end of pavement	Proceed N to pavement 5,808' (1.1mi.)	**5,808.00**
Clark Dr	Start at Int Farm to Market & Clark Dr	Proceed E to W Valley Dr 5,280' (1mi.)	**5,280.00**
Clothier Ln	Start at Int of Clothier Ln and Bierney Creek Rd	Proceed N to end of Clothier Ln 750' (.14mi.)	**750.00**
Conn Rd	Start at end of pavement on Conn Rd	Proceed E to Trumble Creek Rd 4,910' (.93mi.)	**4,910.00**
Coon Hollow Rd	Start at end of pavement	Proceed N 4,752' (.90mi)	**4,752.00**
Daley Ln	Start 250' S of Int of Daley Ln & N Foy Lake Dr S	Proceed toward end of road 5,001' (.95mi.)	**5,001.00**

Dan Lake Ct	Start at Int of Many Lakes Dr & Dan Lake Ct	Proceed to end of cul-de-sac 725' (.14mi.)	**725.00**
Danford Ln	Start at Lower Valley Rd & Manning Rd Int	Proceed N to Danford Ln and do all of Danford 9,240' (1.75mi.); also add 4,555' (.86mi.) from Lower Valley/Danford Int W to pavement. Total of 13,795' (2.61mi.)	**13,795.00**
Dirt Rd	Start at Helena Flats Rd	Proceed E to end of road 1,291' (.25mi.)	**1,291.00**
Double Lk Ln-S Many Lakes Dr	Start at Int of Double Lk Ln and Double Lk Dr	Proceed S and turn at Int of Dble Lake Ln and S Many Lake Dr then proceed W and then N for a total of 3,875' (.73mi.) ending at Int of S Many Lk Dr and Double Lk Dr	**3,875.00**
Dyer Rd	Start at Hwy 35 Int	Proceed W for 1,320' and turn N for 20' stop at Christensen start Total 1,340' (.25mi.)	**1,340.00**
Dyer Rd	Start .25mi W from Hwy 35 Int (after the first corner)	Proceed 2,640' (.5mi.)	**2,640.00**
Eckelberry Dr	Start at Int of Hwy 206 & N end of Eckelberry Dr	Proceed E & then S for 2,640' (.5mi.)	**2,640.00**
Egan Rd	Start at end of pavement on Egan Rd	Proceed E then S on Egan Rd for (1.2 mi.), all of Muddy Ln (.5 mi.), then N on Steel Bridge for (.13 mi.) and S on Steel Bridge (.67 mi.) for a total of 13,200' (2.5 mi.)	**13,200.00**
Egan Rd / Siblerud Ln	Start at Siderius stop on Egan	Proceed S continuing onto Siblerud Ln for total 2,276' (.44mi.)	**2,276.00**
Fairview Cemetery Rd	Start at Int of Sullivan Crossroads and Fairview Cemetery Rd	Proceed S for 2,640' (.5mi.)	**2,640.00**
Fairview Crossroads	Start at Middle Rd Int	Proceed E to Hwy 206 5,121' (.97mi)	**5,121.00**
Farm Rd	Start at Hwy 82	Proceed N for 5,280' (1mi.)	**5,280.00**
Farm Rd	Start at Abel's stop (1mi. from Hwy 82 Int)	Proceed N to Int of Goose Ln 1,687' (.32mi.)	**1,687.00**
Farm Rd	Start at Posey's stop (at Goose Ln Int)	Proceed N 2,360' (.45mi.)	**2,360.00**

Farm Rd	Start at approx 903 Farm Rd (where pavent ends)	Proceed N for 3,748' (.71mi.) until you hit pavement again	**3,748.00**
Fern Ln	Start at Hwy 209	Proceed to end of road 3,960' (.75mi.)	**3,960.00**
Flathead Rd	Start at Int of Hungry Horse Blvd & Flathead Rd	Proceed S to 1st Ave S, continue W on 1st Ave S to pavement 531' (.101mi.)	**531.00**
Haskill Basin Rd	Start at end of pavement at bridge	Proceed E to end of maintenance 6,970' (1.32mi.)	**6,970.00**
Haywire Gulch	Start at end of pavement on Haywire Gulch	Proceed SE to the "Y" for 3,940' (.75mi.)	**3,940.00**
Highline Blvd	Start at end of pavement at Glacier Ridge Jct	Proceed to end of road 1,281' (.25mi.)	**1,281.00**
Hughes Bay Rd	Start at Int of Lutheran Camp Rd & Hughes Bay Rd	Proceed S for 4,920' (.93mi.)	**4,920.00**
Jaquette Rd	Start at Hwy 35	Proceed W for 4,235' (.81mi.)	**4,235.00**
Jaquette Rd	Start at Int of Montford/Jaquette	Proceed E for 5,034' (.95mi.)	**5,034.00**
Jaquette/ Montford	Start at end of pavement by Fairmont Egan School	Proceed E 4,066' to Int with Montford Rd, go N on Montford Rd to Holt Stage 5,266' and S on Montford Rd 2,819'. Total 12,151' (2.30mi.)	**12,151.00**
Jensen Rd	Start at end of pavement on Jensen Rd & Hwy 206 Int	Proceed E 3,696' (.7mi.)	**3,696.00**
Jensen Rd	Start at Corner of Jensen and Jensen (Belston Stop)	Proceed N for 2,090' (.4mi.)	**2,090.00**
Jensen Rd	Start at Kelley Rd	Proceed S for 1,400' (.27mi.)	**1,400.00**
Jensen Rd	Start at end of pavement N of Kelley Rd	Proceed N to end of pavement 5,117' (.97mi.)	**5,117.00**
Juanita Way / Dale Dr	Start at end of Pavement on apron of Juanita Way	Proceed the entire loop around Dale Dr to where the pavement begins on Juanita Way 2,700' (.51mi.)	**2,700.00**
Kinshella Rd	Start at Int of Kinshella Rd & Fairmont Rd	Proceed W 4,300' (.82mi.)	**4,300.00**

KM Ranch Rd	Start at N end at end of pavement at Twin Bridges Rd Int	Proceed S for 2,640' (.5mi.)	**2,640.00**
KM Ranch Rd	Continue S skipping (no oil) for 4,562' (.864mi.) Then Ulizio start	Proceed S for 3,992' (.76mi)	**3,992.00**
KM Ranch Rd	Start at Ulizio stop	Proceed S for 5,175' (.98mi) (should end near rock pillar on W side)	**5,175.00**
KM Ranch Rd	Start at 1410 KM Rach Rd	Proceed to WF Hills Pavement and then start again at end of pavement and Proceed 1,693' Total 3,796' (.72mi.)	**3,796.00**
Kuzmic Ln	Start at end of pavement E of Old Hwy 2 & Kuzmic Ln Int	Proceed E for 6,180' (1.17mi.)	**6,180.00**
LaBrant Rd	Start at end of pavement at cosway	Proceed S and then N to Hungry Deer Lane 5,280' (1mi.)	**5,280.00**
LaBrant Rd	Start at end point of Hall application on Labrant Rd	Proceed E to Int of Hungry Deer Ln 6,359' (1.2mi.)	**6,359.00**
LaBrant Rd	Start at end of pavement	Proceed NE for 2,640' (.5mi.)	**2,640.00**
Lake Dr	Start at Alder Ln	Proceed N on Lake Dr 4,735', Hunter Ln 407', Bailey Dr 887', and Lake View Ln 652' Total is 6,681' (1.27mi.)	**6,681.00**
Lauman Rd	Start at end of pavement on Lauman Rd off Yoeman Hall Rd	Proceed N 2,906' (.55mi)	**2,906.00**
Lauman Rd	Continue from Van Dyck stop	Proceed N to Blackmer Ln 2,400' (.45mi.)	**2,400.00**
Lewis Ln	Start at Int of Columbia Falls Stage Rd	Proceed W to end of maintenance 1,102' (.21mi.)	**1,102.00**
Lindsey Ln	Start at end of pavement on Lindsey Ln	Proceed E for 2,940' (.56mi) Shound be about 300' past 275 Lindsey Ln	**2,940.00**
Lost Prairie Rd	Start 2,640' (.5mi.) past Hidden Prairie Rd and Lost Prairie Rd Int	Proceed N for 3,960' (.75mi)	**3,960.00**
Lost Prairie Rd	Start approx. 850' S of Cross stop	Proceed S on Lost Praire Rd for 3,100' (.59mi.)	**3,100.00**

Lost Prairie Rd	Start at 1,000' N of Int with Lower Lost Prairie Rd	Proceed S on Lost Prairie Rd for 6,280' (1.19mi.)	**6,280.00**
Lutheran Camp Rd	Start at Int of Lutheran Camp Rd & Hughes Bay Rd	Proceed N & E to end of road 4,458' (.84mi.)	**4,458.00**
McMannamy Draw	Start at end of pavement on McMannamy Draw at Dern Draw Int	Proceed W for 4,800' (.91mi.)	**4,800.00**
McMannamy Draw	Start at Dodd's stop at 4,800'	Proceed for 3,000' (.57mi.)	**3,000.00**
McMannamy Draw	Start at Ogle stop	Proceed W for 4,500' (.85mi.)	**4,500.00**
Middle Rd	Start at Int of Middle Rd & Fairview Crossroad	Proceed N 1,000' past Int of Middle Rd & Fairview Cemetery Xrd for total of 5,900' (1.12mi.)	**5,900.00**
Middle Rd	Start at end of pavement from Sullivan Xrd Int	Proceed S for 7,140' (1.35mi.)	**7,140.00**
Midway Dr	Start at Midway Dr & Hwy 40 Int	Proceed N for 2,670' (.51mi.)	**2,670.00**
Montford Rd	Start at approx. 1201 Montford Rd	Proceed N for 2,640' (.5mi.) ends at approx. Egan Rd Int	**2,640.00**
Mooring Rd	Start at end of pavement at Int of Mooring Rd & Tavern Ln	Proceed S for 2,640' (.5mi.)	**2,640.00**
Mooring Rd	Start just off pavement at Tavern and Mooring Rd Int	Proceed N 3,696' (.7mi.)	**3,696.00**
Mooring Rd	Start at Launer stop	Proceed N to Elk Park Rd Int 2,665 (.51mi.)	**2,665.00**
Moose Trl	Start at Hodgson Rd	Proceed SE to Primrose Ln entire length of road 1,206' (.23mi.)	**1,206.00**
Mountain Meadow Rd	Start at end of pavement at Int of Rhodes Draw & Mountain Meadow Rd	Proceed N for 9,237' (1.75mi.)	**9,237.00**
North Ashley Lake Rd	Start at 3350 North Ashley Lake Rd	Proceed W for 5,310' (1.01mi.)	**5,310.00**
North Ashley Lake Rd	Start at 3600 North Ashley Lake Rd	Proceed W to 3906 North Ashley Lake Rd 2,640' (.5mi.)	**2,640.00**
North Ashley Lake Rd	Start at 3906 North Ashley Lake Rd (3 miles west of int)	Proceed W (just past 4050 North Ashley Lake Rd) 6,000' (1.14mi.)	**6,000.00**

North Ashley Lake Rd	Start 1,320' (.25mi.) SE of Int with Ashley Lake Rd & N Ashley Lake Rd at "Y" apply 1,500' to (S) Ashley Lake Rd & apply on N Ashley Lake Rd for 8,093' then skip 2,640'	Start again and proceed for 3,786.52' - total 14,699.52' (2.78mi.)	**14,699.52**
North Fork Rd	Start at end of pavement on North Fork Rd	Proceed to Camas Rd (RAC start) 54,384' (10.3mi.)	**54,384.00**
North Fork Rd - RAC	Start at end of pavement at Camas Creek Rd	Proceed N to pavement (6.28 mi.), start again from end of pavement proceeding N (1.3mi.) to Polebridge Loop. Total 40,023' (7.58mi.)	**40,023.00**
North Fork Rd	Start 155' S of 37 yellow/gold reflective MM	Proceed NW 2,640' (.5mi.)	**2,640.00**
North Fork Rd	Start 550' S of Moose Creek Rd	Proceed N for 2,640' (.5mi.) AND Proceed S from same starting point for 5,280' (1mi.) Total 7,920' (1.5mi.)	**7,920.00**
North Fork Rd	Start at Whale Creek bridge	Proceed N for 2,640' (.5mi.)	**2,640.00**
North Fork Rd	Start 200' N of MM 44	Proceed N 4,200' (.795mi.)	**4,200.00**
North Fork Rd	Start at 14085 North Fork Rd at Berg Archway N for 1,320'	Start at Berg Archway proceed S for 1,320' Total 2,640' (5mi.)	**2,640.00**
North Fork Road	Start S of landslide on W side of road as you go up Wurtz hill. (tree on E side of road has a yellow reflector.)	Proceed N for 2,890' (.55mi.)	**2,890.00**
North Fork Rd	Start at Int of N Fork Rd & Trail Creek Rd	Proceed N 2,640' (.5mi.)	**2,640.00**
North Hill Rd	Start at Int of Morning View Rd & N Hill Rd	Proceed N & W to end of road 6,864' (1.3mi.)	**6,864.00**
Oldenburg Rd	Start S of Fishing access entrance	Proceed S on Oldenburg Rd for 2,787' (.52mi.)	**2,787.00**
Park Ave / Pine St / Riverside Dr / River Ave	Start at Int of Hwy 2 & Park Ave heading N for 181'	Proceed E onto Pine St 446', N onto Riverside Dr 496', W on Lane St 496', then E/N onto River Ave 1,588' proceed to 875 River Ave. Total 2,711' (.51mi.)	**2,711.00**

Patrick Creek Rd	Start 325 Patrick Creek Rd	Proceed S to 623 Patrick Creek Rd 3,500' (.66mi.)	**3,500.00**
Prairie View Rd	Start at Int of Prairie View Rd & Church Dr. Int where pavement ends	Proceed N for 3,636' (.69mi.)	**3,636.00**
Rabe Rd	Start at end of pavement on Rabe Rd	Proceed S for 2,640' (.5mi.)	**2,640.00**
Ramsfield Rd	Start at end of pavement on Ramsfield Rd	Proceed W for 2,640' (.5mi.)	**2,640.00**
River Bend Rd	Start at end of pavement	Proceed E to end of road 2,613' (.49mi.)	**2,613.00**
Rogers Lake Rd	Go 4,012' (.76mi.) from end of pavement and Start oil for 5,240' (.99mi.) Skip 4,224' (.8mi.)	Proceed again for 2,640' (.5mi.) Total 7,879' (1.49mi.)	**7,879.00**
Schrade Rd / Bowdish Rd	Start at end of pavement on Schrade Rd at Whitefish Stage Rd	Proceed W to Bowdish Rd then N to Cherry Hill (driveway) 8,660' (1.64mi.)	**8,660.00**
Schrade Rd	Start at corner of 90' turn	Proceed S for 2,640' (.5mi.)	**2,640.00**
Seville Ln	Start at approx. 465 Seville Ln (T on Seville, where pavement ends)	Proceed E for 3,750' (.71mi.)	**3,750.00**
Sherman Rd	Start 3,5778' (.68mi.) up Sherman Rd from Batavia Ln Int	Proceed N for 3,960' (.75mi.)	**3,960.00**
Smith Lake Rd	Start approximately 800' from end of pavement at Int of Phanco Ln	Proceed E on Smith Lake Rd 2,640' (.5mi.)	**2,640.00**
Somers Stage Rd	Start at Int of Hwy 93 & Somers Stage Rd	Proceed N for 4,248' (.80 mi.)	**4,248.00**
Somers Stage Rd	Start 264' N of Int of Wiley Dyke Rd & Somers Stage	Proceed N for 3,696' (.7mi)	**3,696.00**
South Fork Rd	Start at end of pavement	Proceed S 6,000' (1.14mi.)	**6,000.00**
Spring Creek Rd	Start where pavement ends on Spring Creek Rd approx .5 mile from Hwy 93	Proceed W for 2,640' (.5mi) (just past Crammer Creek Rd	**2,640.00**
Springhill Rd	Start at end of pavement	Proceed E 2,640' (.5mi.)	**2,640.00**

Steel Bridge Rd	Start just S of mailbox at 1851 Steel Bridge Rd	Proceed to dead end (2200 Steel Bridge Rd) 3,500' (.66mi.)	**3,500.00**
Sullivan Crossroad	Start at the Int with Columbia Falls Stage	Proceed E to beginning of pavement at Middle Rd 5,093' (.97mi.)	**5,093.00**
Sunset Ln	Start at Sunset Drive & Sunset Ln Int	Proceed to end of road at paved driveway 850' (.16mi.)	**850.00**
Swan Retreat Rd	Start at end of pavement at Int of Swan River Rd & Swan Retreat Rd	Proceed E to end of road 2,285' (.43mi.)	**2,285.00**
Therriault Rd	Start at Int of Lower Valley Rd	Proceed to end of road 1,777' (.34mi.)	**1,777.00**
Troutbeck Rise Subdivision	See Map		**6,450.00**
Truman Creek Rd	Start at Int of Truman Creek Rd & Wild Bill Rd	Proceed S For 2,640' (.5mi.)	**2,640.00**
Trumble Creek Rd	Start at Int of Conn Rd	Proceed S to Hodgson Rd Int 5,280' (1mi.)	**5,280.00**
Vonderheide Ln	Start at end of millings	Proceed N to end of road 2,165' (.41mi.)	**2,165.00**
West Springcreek Rd	Start at Int of W Springcreek Rd & Old Reserve Dr	Proceed N to end of county maintained 5,280' (1mi.)	**5,280.00**
Whipps Lane	Start at Int of Whipps Ln & Angel Pt at end of pavement	Proceed to end of maintenance 2,450' (.46mi.)	**2,450.00**
Total Mileage	**115.52**	**Total linear footage**	**609,922.52**

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

2026 Dust Cost Share Program

SECTION 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTIONS

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

1.02 CONTRACT DOCUMENTS

A. Portions of the Contract Documents are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "Furnish..." means "Contractor shall furnish...", "Provide" means Contractor shall provide...". For imperatives specifically addressing the Engineer/Owner, see paragraph 1.02, General Conditions.

B. Contract Documents are defined in Article 1, paragraph 1.01.A.13, General Conditions, any supplemental conditions, and Article 7 of the Agreement Form.

C. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Comply with Article 3, General Conditions. Specifications and Drawings included in these contract documents establish the performance, quality requirements, location and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.

D. The various portions of the Contract Documents, of which these specifications are a part, are essential parts of the Agreement, and a requirement occurring in any portion or part is binding as though occurring in all. All portions are intended to be complementary and to describe and provide for a complete work as referenced in Article 3, General Conditions. Unless specifically noted otherwise, in the case of discrepancy the following hierarchy shall be observed:

1. Agreement, which will govern over;
2. Bid Conditions, which will govern over;
3. Addenda, which will govern over;
4. Special Provisions, which will govern over;
5. Technical Specifications, which will govern over;
6. Supplementary Conditions, which will govern over;
7. Standard General Conditions, which will govern over;
8. Minimum Standards for Design and Construction for Flathead County, Montana (current at time of bidding), which will govern over;
9. Reserved.

E. Reserved.

F. A requirement mentioned in one part/section of the Contract Documents shall be considered as having been mentioned in all parts/sections.

1.03 WORK SEQUENCE

A. Comply with paragraph 2.05 and 4.04 of the General Conditions and Milestones specified in the Contract Documents.

B. Submit detail schedules as specified in the Contract Documents.

C. Field verify dimensions indicated on drawings before fabricating or ordering materials. Do not scale drawings.

D. Notify Engineer/Owner of existing conditions differing from those indicated on the drawings. Comply with paragraph 5.04, of the General Conditions and any Supplementary Conditions. Verify the existence and location of underground utilities along the route of the proposed work. Omission of an existing or previous abandoned utility location on the Drawings is not to be considered as its nonexistence. Inclusion of existing utility locations on the Drawings is not to be considered as its definite location. Do not remove or alter existing utilities without prior written approval.

1.04 CONTRACTOR USE OF PREMISES:

A. Comply with paragraph 5.02, General Conditions, and as specified in the Contract Documents.

B. Do not park vehicles or equipment or store materials on private property without written permission from the property owner. Provide Engineer/Owner with copy of authorization.

1.05 OWNER-FURNISHED ITEMS

A. Owner-furnished items are listed in the Technical Specifications.

1.06 INCIDENTAL ITEMS REQUIRED FOR CONSTRUCTION OF THE PROJECT

A. Material and operations required to complete the project but not included as a bid item shall be deemed incidental to the cost of constructing the project. The cost of this work shall be included in the appropriate bid items. No additional compensation will be made for incidental work. Unless otherwise specified, incidental work for this project shall include, but shall not be limited to the following:

1. Traffic Control
2. Quality Control
3. Cleanup – Initial and Final

1.07 PRECONSTRUCTION CONFERENCE

A. Comply with paragraph 2.04, General Conditions.

B. Parties of the Contract should bring other key stakeholders, subcontractors, or personnel as they deem appropriate for proper coordination.

D. Unless previously submitted, the Contractor shall bring the following submittals to the conference: a list of proposed Subcontractors; proposed construction schedule; materials

submittal and schedule for submitting preliminary payment schedule. Work shall not start prior to the Owner/Engineer's receipt of these submittals.

1.08 UTILITIES

A. The Contractor shall be responsible to contact utility owners of respective utilities to arrange field locations as necessary. All Work shall be coordinated by the Contractor. Any delay resulting from Work required with, or around existing utilities shall, be the Contractor's responsibility, and shall not be cause for additional contract time or additional monies.

1. Damage to Existing Facilities: Care shall be taken throughout all Work to protect and preserve existing utilities and facilities. The Contractor shall be solely responsible for any damage resulting from construction activities to any existing utilities or facilities. The Contractor shall hold the Engineer and Owner harmless from all actions resulting from failure to protect existing utilities and facilities. All costs and delays incurred by the Contractor to repair damage to existing utilities and facilities to the full satisfaction of the Utility or Owner shall be solely the Contractor's responsibility. No additional monies or time will be awarded.

2. Overhead Utility Lines and Poles: The Contractor shall exercise caution to avoid conflict and contact with overhead utility lines, poles, streetlights, and other above ground facilities during construction. Any damage shall be repaired to the complete satisfaction of the utility/facility owner by the Contract or at no additional cost to the Owner.

1.09 GENERAL CONSTRUCTION REQUIREMENTS

A. Quality Assurance. The Owner/Engineer will monitor the construction of work covered by this section to determine if the work is being performed in accordance with the contract requirements. The Owner/Engineer does not have the authority or the means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, manpower, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work.

B. Tolerances. Construction tolerances for the work shall be as outlined in the Technical Specifications.

C. Areas of Disturbances. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas shall require reclamation and revegetation operations, including grading to the original contours, topsoiling with salvaged or imported topsoil, seeding, fertilizing, and mulching as specified herein.

Other areas that are disturbed by the Contractor's activities outside of the limits noted above will be considered as site damage or unapproved areas of disturbance subject to the repair and replacement quality as specified herein. Such areas shall require the reclamation and revegetation operations noted above and as specified herein, but costs of such work shall be borne by the Contractor. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage.

The Contractor shall order sufficient materials to perform the required work for all areas of disturbance. The Contractor will pay for the required revegetation work in all unapproved areas of disturbance.

1.10 LIMITS OF CONSTRUCTION

A. Where construction limits, public right-of-ways, project easement areas or project construction permit areas, are not specifically called out on the Drawings, the construction limit shall be the width of the existing roadway. All construction work, storing of equipment and materials, filling and mixing of materials, vehicle and equipment movement and operation, and all worker activities shall be conducted within these limits. No vehicles, equipment, or workers shall enter private property while conducting work under this contract unless written permission is obtained from the property owner by the Contractor. A copy of the written permission document shall be provided to the Owner prior to entering private property. If so approved, disturbance beyond construction limits shall meet all requirements imposed by the landowner; this includes existing roads used and/or improved as well as the construction of new access roads. Reclamation required by the landowner on access roads beyond the construction limits shall be performed by the Contractor at no additional cost to the Owner.

1.11 STANDBY

A. Unexpected conditions encountered by the Contractor that will cause equipment and labor to cease all or partial operations on the project will immediately be reported to the Road & Bridge Department. If the unexpected conditions cannot be remedied within one (1) hour from notification, the Road & Bridge Department will consider compensation for standby equipment and labor already on-site for a period not to exceed four (4) hours beginning at notification. Standby compensation will not be considered beyond the normal on-site work hours previously established by the Contractor's operations. Standby compensation will be considered only for the day the unexpected conditions are encountered.

1.12 PARTIAL USE OF COMPLETED WORK

A. The County shall have the right to take possession of and beneficially utilize completed or partially completed portions of the Work. Taking possession of and using portions of Work shall not be deemed acceptance of any Work not completed in accordance with Contract Documents.

1.13 PUBLIC ADVISORY

A. The Contractor shall inform the public, emergency services, and schools of all planned Work that may affect traffic flow, pedestrian movements, and access to residences or businesses.

B. The Contractor shall provide a brief description of the work, the intended time period of activities and any effects on traffic to emergency services, the schools, local newspapers, radio stations, and TV stations between 48 and 72 hours prior to beginning work or implementing traffic control changes that will alter traffic movements.

C. The Contractor shall provide 24-hour contact information for the Contractor's Construction Superintendent on all notices in case of emergencies; provide a daytime phone number for Contractor on all notices for general questions or concerns.

D. The following is a list of contacts that must be informed, at a minimum:

KJJR/KDBR, 406-755-8700

Daily Interlake, 406-755-7000

KCFW, 406-721-2063

KALS, 406-752-5257

KPAX, 406-542-4400

KOFI, 406-755-6690

KEGZ, 406-752-2600

E. All notices shall be submitted for review and approval to the Owner/Engineer a minimum of 24 hours prior to the required notice period.

1.14 PROTECTION OF ADJACENT IMPROVEMENTS

A. Retain and protect all adjacent improvements not called for removal on the drawings. Restore all damaged items to pre-existing condition at no additional cost to the owner.

1.15 REJECTED WORK

A. Any defective work or nonconforming materials or equipment that may be discovered at any time prior to the contract completion dated included in Article 6 of the Agreement, shall be removed and replaced by work which shall conform to the provisions of the Contract Documents. Any material rejected by the Owner/Engineer shall be removed at once from the project site.

B. The Owner/Engineer will have the authority to reject work which does not conform to the Contract Documents and will provide the Contractor with a list of defective work and nonconforming materials or equipment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

PART 4 - MEASUREMENT AND PAYMENT – NOT USED

END OF SECTION

SECTION 01041 – PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTIONS

A. This section specifies the requirements for coordinating and sequencing the work under the Contract documents, and requirements regarding existing site conditions.

1.02 COORDINATION WITH PUBLIC AND PRIVATE AGENCIES

A. Comply with Article 8, General Conditions. Permit utility companies to repair or replace their lines in the project limits.

B. Contact the Montana one-call system for utility locations before starting work as necessary.

C. Comply with paragraph 7.18, General Conditions.

1.03 MAIL AND CARRIER SERVICES

A. Reasonable access shall be provided by the Contractor to mail and other carrier services for pickup and delivery of parcels, packages, or freight throughout construction. All accommodation provided to postal or carrier services shall be incidental to the project. No additional compensation will be awarded to the Contractor.

1.04 SOLID WASTE COLLECTION

A. Residential and commercial solid waste service must be maintained throughout the construction period.

B. Times for relocation shall be coordinated by the Contractor with the solid waste collection company/agency.

1.05 RESERVED

1.06 EXISTING STRUCTURES

A. The Contractor shall exercise every precaution to prevent damage to existing buildings, utilities or structures in the vicinity of his work. The Contractor is responsible for determining whether work will potentially affect existing buildings or structures. In the event of such damages, he shall repair them to the satisfaction of the owner of the damaged structure at no cost to the Owner.

1.07 RESERVED

PART 2 - PRODUCTS — NOT USED

PART 3 - EXECUTION — NOT USED

PART 4 - MEASUREMENT AND PAYMENT — NOT USED

END OF SECTION

SECTION 01050 – FIELD ENGINEERING

PART 1 - GENERAL

1.01 RESERVED

1.02 RESERVED

1.03 INSPECTIONS - GENERAL

A. All work will be inspected to ensure compliance with the Contract Documents. Complete payment will not be made until the Contractor has demonstrated that the work is complete, and the work has been performed as required. If the Owner detects a discrepancy between the work and the requirements of the Contract Documents at any time, up to and including final inspection, such work will not be completely paid for until the Contractor has corrected the deficiency.

B. The Owner will monitor the construction of work to determine if the work is being performed in accordance with the contract requirements. The Owner does not have the authority or means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, manpower, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Owner to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work as required.

C. The Contractor shall inspect the work as it is being performed. Any deviation from the Contract requirements shall be immediately corrected. Prior to any scheduled inspection by the Owner, the Contractor shall again inspect the work and certify, to the Owner, that he has inspected the work and it meets the requirements of the Contract Documents.

1.04 TESTING – SERVICES PROVIDED BY THE CONTRACTOR

A. The Contractor shall provide the following inspection and testing services:

1. Preparation and certification of all required submittals as described in the Technical Specifications.

1.05 TESTING – SERVICES PROVIDED BY THE OWNER

A. The Owner is not required to perform any testing services during the construction of this project.

PART 2 - PRODUCTS — NOT USED

PART 3 - EXECUTION — NOT USED

PART 4 - MEASUREMENT AND PAYMENT — NOT USED

END OF SECTION

SECTION 01150 – MEASUREMENT AND PAYMENT

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SECTION 01150 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section covers the Measurement and Payment of items for the Project.

B. Unless otherwise specified, this section shall replace Part 4 – Measurement and Payment of individual Sections for Divisions 1 and 2 thru 49. Measurement and Payment shall be as required to construct the improvements as shown and specified in this section and includes providing all labor, equipment and new materials necessary to construct, complete and deliver the items in accordance with the Contract Documents and specifications.

C. This section describes the method of measurements and basis of payment for all work covered by the Contract Documents. For the purposes of this Contract, this Measurement and Payment Section shall govern and take precedence over all other references to measurement and payment (with exception to any addenda) referenced in these specifications.

D. The following Measurement and Payment descriptions do not necessarily name all the items required to complete the work. The cost of all incidentals shall be included in the related item prices.

1.02 BID PRICES

A. The bid price for each item of the Contract in the Bid Proposal shall cover all work required by the specifications and other Contract Documents. All costs in connection with the work, including providing all materials, equipment, supplies and appurtenances. Providing all required construction support plants, equipment, and tools. constructing and maintaining dewatering systems. And performing all necessary labor and supervision to fully complete the work, shall be included in the unit and/or lump sum prices bid in the Bid Proposal. The amounts shown on the Bid Proposal shall be the contract price.

B. No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to the prices submitted in the Bid Proposal. All work not specifically set forth as a pay item in the Bid Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

1.03 RETAINAGE

A. Retainage in the amount of 5% will be withheld from each progress payment.

1.04 ESTIMATED QUANTITIES

A. Any estimated quantities stipulated in the Bid Proposal or other Contract Documents are approximate and are to be used. (1) only as a basis for estimating the probable cost of the work and (2) for the purpose of comparing the bids submitted for the work. It is understood and agreed that the actual amounts of work done, and materials furnished under unit price items may vary substantially from such estimated quantities. The actual quantities will depend on the conditions encountered at the time the work is performed, and the unit prices apply, subject to Article 13 of the Supplemental Conditions

1.05 INCIDENTALS

A. The following measurement and payment sections do not necessarily name all the incidental items required by the Contract Documents to complete the work. The cost of all such incidentals shall be included in the various related items. Final payment will not be made until the work is complete and accepted by the Owner.

1.06 METHOD OF MEASUREMENT

A. No measurement of items contained in this Contract will be made on items representing a lump sum bid.

B. Measurement of items contained in this Contract will be made on the number of items represented by each unit installed and described in further detail in Part 2.

PART 2 - BID ITEMS

2.01 DUST PALLIATIVE:

A. General: This bid item shall include the furnishing and placement of Magnesium Chloride or Calcium Chloride as road dust suppressant to various Flathead County roadways.

B. Work Included:

a. Provide all labor, tools, equipment, materials, and incidentals necessary to complete the work as shown and specified.

b. Mobilization, transport and set up all equipment, materials and other items needed to complete the project.

c. Bonding and Insurance.

d. All permits, coordination and compliance inspections required for work.

e. Provide all submittals, the construction schedule, and other paperwork required prior to construction start up.

f. All necessary notices before and after roadway treatments.

g. Provide appropriate traffic control, including signage, flagmen, pilot car, etc.

h. Necessary cleaning of roadway and removal of any unused material between the construction limits, including haul and disposal of material.

i. Furnishing, mixing and placing dust palliative in brine solution.

j. Measuring and documenting applied dust palliative quantities.

k. Cleanup.

C. Measurement: Measurement for Dust Palliative will be by the linear foot (LF) of dust palliative applied, assuming a 24-foot-wide roadway and a 22-foot-wide application width. Any excess material placed will not be considered for payment.

D. Payment: Payment for the completed and accepted quantities will be at the contract unit price bid per the linear foot (LF) of placed dust palliative.

PART 3 - EXECUTION – NOT USED

PART 4 - MEASURMENT AND PAYMENT – NOT USED

END OF SECTION

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.01 CONSTRUCTION SCHEDULES

A. Submit to the Engineer a progress schedule under Sections 2.03, 2.05 and 4.04 of the General Conditions.

B. Submit to the Engineer adjusted progress schedules under Section 4.04 of the General Conditions.

C. Reserved.

1.02 PRODUCT DATA

A. Reserved.

B. Reserved.

C. Submit in writing any substitutions to previously approved items for review by the Engineer.

D. Within 15 days after Notice to Proceed, submit a complete list of products proposed for use, providing manufacturer's name, trade name, and model or catalog numbers, and manufacturer data, Material Safety Data Sheets (MSDS) and commercial certification. Submit via email to the Engineer for use.

E. Reserved.

F. Submittals shall be submitted for the following:

1. MSDS

2. Product data and commercial certification

1.03 TRAFFIC CONTROL

A. Prior to any construction, the Contractor shall prepare and submit a detailed traffic control plan to the Engineer for review and approval. The plan shall include, at a minimum, the following:

1. Calendar time periods of proposed traffic interruptions and control.

2. Locations of all signs, markers, barricades, and other traffic control devices to be used.

3. Specifications for signs, markers, and barricades including references to MUTCD.

4. Locations for flag-persons where used, along with anticipated dates and hours of use.

5. Routing of any detours required.

PART 2 - PRODUCTS — NOT USED

PART 3 - EXECUTION — NOT USED

PART 4 - MEASUREMENT AND PAYMENT — NOT USED

END OF SECTION

SECTION 01400 – CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section describes the Contractor quality control testing requirements and Owner's quality assurance program.

1.02 RESERVED

1.03 SUMMARY

A. Quality Control and Assurance of Installation

1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

2. Comply fully with manufacturers' instructions, including each step in sequence.

3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

4. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

PART 2 - PRODUCTS — NOT USED

PART 3 - EXECUTION

3.01 GENERAL

A. RESERVED.

B. RESERVED.

C. RESERVED.

D. Quality assurance testing is performed in accordance with the technical specifications for individual products.

3.02 CONTRACTOR COOPERATION WITH QUALITY ASSURANCE

A. Assure the Owner/Engineer's personnel have access to all work areas at all times work is in progress.

B. Notify the Engineer of the work and products ready for quality assurance testing. Establish and update as the construction schedule to provide the Engineer estimated sampling/testing dates and times.

PART 4 - MEASUREMENT AND PAYMENT – NOT USED

END OF SECTION

SECTION 01570 – CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. This work is the furnishing of labor, materials and equipment for installing, maintaining and operating traffic control devices to ensure the safety of the general public and project personnel.

1.02 REQUIREMENTS

A. Perform work under this section meeting Manual of Uniform Traffic Control Services (MUTCD) and contract requirements.

B. Construction Traffic Control.

1. Traffic Control shall include necessary signing, flag-persons, barricades, and hazard markers. At least on-way traffic shall be maintained at all times with continuous passage for emergency vehicles from either direction. In special cases maintenance of two-way traffic may be required. At the conclusion of daily construction activities, the Contractor shall insure that proper traffic control measures remain in effect overnight and through the weekend, if required.

2. After dust palliative applications have been placed, the Contractor shall immediately post temporary speed limit notice signs at the beginning, middle, and end of the roadway segment that has received dust palliative application. See Special Provisions SP#14.

3. Prior to any construction, the Contractor shall prepare detailed traffic control plans and provide it to the Engineer for review. Some plans may require Montana Department of Transportation (MDT) review and approval. MDT review and approval if necessary, is the responsibility of the Contractor. The plans shall include, at a minimum, the following:

   a. Locations of all signs, markers, barricades, and other traffic control devices to be used.

   b. Specifications for signs markers, and barricades including references to MUTCD.

   c. Locations for flag-persons where used, along with anticipated dates an hours of use.

   d. Routing of any detours required.

4. Additional traffic control devices may be necessary to meet MUTCD Requirements (Part 6) and such devices shall be shown on the Contractor's plan.

5. The traffic control plan will be subject to review and approval by the Montana Department of Transportation for roads under their jurisdiction, by the local county for county roads, by the local municipalities for municipal roads, and by the U.S. Forest Service or Bureau of Land Management for roads under their control. These approvals will be in addition to that provided by the Owner in accordance with Section 01300. No work may commence until all approvals of the traffic control plan have been secured.

6. The Contractor shall be responsible for maintaining and providing all necessary traffic control devices for public safety.

C. The Contractor shall schedule his construction operations in a manner which will assure that: 1) the safety and convenience of motorists and pedestrians, and the safety of construction workers, are adequately met at all times; and 2) the project is completed in a manner most beneficial to the project as a whole.

D. The Contractor shall coordinate all construction activities to reduce traffic conflicts at the work site, off-site events or other construction projects.

1.03 RESERVED

PART 2 - PRODUCTS

2.01 TRAFFIC CONTROL DEVICES

A. Assure all signs and barricades are reflectorized. Assure all night time traffic control devices meet MUTCD lighting requirements.

B. Use traffic control devices meeting the "Manual of Uniform Traffic Control Devices" and the "Traffic Control Devices Handbook" requirements, available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20492.

C. Assure all traffic control devices are clean, legible, reflective for night-time use, and operable.

PART 3 - EXECUTION

3.01 WORK METHODS:

A. Place all traffic control devices as planned before permitting workers or equipment on the traveled way. Install signs, cones and barricades in that order.

B. Reserved.

C. Assure traffic control is appropriate to the work. Assure traffic control devices are appropriate and clean before suspending work for the day.

D. Remove traffic control devices in reverse order of installation at the end of each shift.

E. Remove and store all unnecessary traffic control devices away from traffic's view.

3.02 NONCOMPLIANCE

A. Remove, repair or replace any traffic control device not providing its intended function.

B. Do not begin work until all required traffic control devices are placed.

C. The Engineer will periodically inspect the traffic control and inform the Contractor of any deficiencies.

D. Reserved.

E. The Engineer may direct correcting traffic control deficiencies immediately. Failure to immediately correct the deficiency is cause for the Engineer to correct the deficiency at Contractor expense.

3.03 FLAGGING

A. Furnish competent and properly equipped flag persons as described in the booklet "Instructions for Flag persons" furnished by the Montana Department of Transportation.

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

PART 4 - MEASUREMENT AND PAYMENT – NOT USED

END OF SECTION

SECTION 01700 – CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 CLEANUP

A. Before Final inspection (as outlined in Section 15.05 of the General Conditions) execute the following.

1. Remove debris, waste, surplus materials, and rubbish from right-of-way, easements (construction or permanent) and private property.

2. Where applicable, clean traffic control devices and signs.

3. Remove all temporary traffic control signs and notices.

1.02 RESERVED

1.03 RESERVED

1.04 BONDS

A. Submit, with final payment request, all lien releases, and consent of surety forms.

1.05 SUBSTANTIAL COMPLETION

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

1.06 FINAL SUBMITTALS

A. No Contract will be finalized until all of the following have been submitted as required by submittals:

1. List of Roadways Completed.

2. Quantity (LF) of dust palliative applied to each identified roadway.

B. No Contract will be finalized until all guarantees, bonds, certifications, licenses, and affidavits required for work or equipment as specified are satisfactorily filed with the Owner.

1.07 RELEASE OF LIENS OR CLAIMS

A. No Contract will be finalized until satisfactory evidence of release of liens has been submitted to Owner as required by the General Conditions.

PART 2 - PRODUCTS — NOT USED

PART 3 - EXECUTION

3.01 FINAL INSPECTION

A. Upon written notice from Contractor that work is completed, Owner will make preliminary inspection with the Contractor present. Upon completion of preliminary inspection, Owner will notify Contractor in writing of particulars in which the completed work is defective or incomplete.

B. Upon receiving written notice from Owner, Contractor shall immediately undertake work required to remedy defects and complete the work to the satisfaction of Owner.

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

D. Should the Owner find all work satisfactory at the time of final inspection, Contractor will be allowed to make application for final payment in accordance with provisions of the General Conditions. Should Owner still find deficiencies in the work, Owner will notify Contractor in writing of deficiencies and will not approve Contractor's request for final payment until such time as Contractor has satisfactorily completed the required work.

PART 4 - MEASUREMENT AND PAYMENT — NOT USED

END OF SECTION

DIVISION 02

TECHNICAL SPECIFICATIONS

2026 Dust Cost Share Program

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FOR
TECHNICAL SPECIFICATIONS

Flathead County Technical Specifications

The following are the Flathead County Technical Specifications.

SECTION 02501 - Dust Palliative

SECTION 02501 – DUST PALLIATIVE

PART 1 - GENERAL

1.01 DESCRIPTION

A. This work consists of furnishing and applying one or more applications of a dust palliative on a prepared surface. Dust palliative shall be either Magnesium Chloride or Calcium Chloride as a brine solution meeting these specifications, and in close conformity with the lines and dimensions included in the contract documents or established by the Owner. Only one of these materials shall be used as dust palliative on this project.

PART 2 - PRODUCTS

2.01 MAGNESIUM CHLORIDE

A. Furnish a brine solutions of Magnesium Chloride conforming to the following:

1.	Magnesium Chloride by mass	28% minimum
2.	Water by mass	72% maximum
3.	Specific Gravity, ASSHTO T 227	1.290 to 1.330

2.02 CALCIUM CHLORIDE

A. Furnish a brine solutions of Calcium Chloride conforming to the following:

1.	Calcium Chloride by mass	35% minimum
2.	Water by mass	65% maximum
3.	Specific Gravity, ASSHTO T 227	1.275 to 1.439

4. Higher concentrations of Calcium Chloride may be substituted with prior approval by the Owner. See 3.03 B.

2.03 WATER FOR CONSTRUCTION

A. Furnish water free of substances detrimental to the work.

PART 3 - EXECUTION

3.01 GENERAL

A. Provide proper equipment for applying, spreading, and processing liquid brine dust palliative.

B. The applicator must be a minimum 15-foot-wide spray bar with an in-cab digital read-out for variable application rate, volume measurement by flow meter, and a ground footage counter.

C. Equip the distributor with a hose and nozzle for use in areas inaccessible to the distributor and for touch-up work.

D. Make the equipment available for inspection and approval before use.

E. Do not apply dust palliative when weather is foggy or when precipitation is anticipated within 24 hours of application, or when ground is frozen.

F. Apply dust palliative only when the ambient temperature is 40° F or above.

G. Protect structures, trees, and other objects identified by the Owner from splatter or marring during application.

H. Avoid direct application to concrete bridges and culvert structures.

I. Use multiple applications at a reduced applications rate if necessary to prevent runoff.

J. Minimize over application of dust palliative.

K. Apply dust palliative across the roadway leaving a 1-foot application set back from the edge of gravel on each side of the roadway.

L. Do not discharge dust palliative into streams or wetlands.

M. The Owner requires communication with the applicator's truck driver during the application process, either by radio or cell phone.

3.02 PREPARATION

A. Prepare the roadbed by blading and shaping (high blade method) to leave 1 to 2 inches of relatively loose material on the surface (to be completed by Owner).

B. Water the loose roadbed material until it is visibly moist immediately prior to dust palliative applications (to be completed by Owner).

3.03 APPLICATION OF DUST PALLIATIVE

A. Magnesium Chloride

1. Ensure all components of the bine solution are thoroughly mixed per the manufacturer's recommendations.

1. Magnesium Chloride must be applied in two separate applications. Each application shall be at a rate of 0.25 gallons per square yard. The total application of Magnesium Chloride is 0.50 gallons per square yard.

2. The second application shall be applied no sooner than one half hour after the first application and no more than 24 hours apart.

3. Roadway widths are variable and estimated at 24 feet. The application width of Magnesium Chloride is estimated at 22 feet to incorporate a 1-foot application setback from the edge of gravel on each side of the roadway.

B. Calcium Chloride

1. Ensure all components of the bine solution are thoroughly mixed.

2. Apply Calcium Chloride in one application of 0.30 gallons per square yard across the full width of the roadway.

3. Roadway widths are variable and estimated at 24 feet. The application width of Calcium Chloride is estimated at 22 feet to incorporate a 1-foot application setback from the edge of gravel on each side of the roadway.

4. Higher concentrations of Calcium Chloride may be applied at the following rates as approved by the Owner.

Calcium Chloride Concentration	Application Rate
35% by mass	0.30 gal/sqyd
38% by mass	0.27 gal/sqyd
42% by mass	0.24 gal/sqyd

3.04 MAINTENANCE AND OPENING TO TRAFFIC

A. Immediately after dust palliative has been placed, the Contractor shall post 5 mph speed limit signs on a lathe with 8 ½" x 11" sheet of laminated paper. Speed limit signs shall be placed at the beginning, middle and end of the roadway section that received dust palliative and remain in place for at least 24 hours.

3.05 ACCEPTANCE

A. Conformity with Contract Requirements

1. References to standard test methods of AASHTO, ASTM and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

2. Perform work according to the contract requirements. Perform all work to the lines, dimensions, and processes or material requirements specified in the contract.

3. Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is stricter.

4. Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value, or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

5. The Owner/Engineer may inspect, sample, or test all materials or work at any time before final acceptance of the project. When the Owner/Engineer tests work, copies of test reports are furnished to the Contractor upon request. Owner/Engineer tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Owner/Engineer, the Contractor's results may be used by the Owner/Engineer to evaluate work for acceptance. Do not rely on the availability of Owner/Engineer test results for process control.

6. Acceptable work conforming to the contract will be paid for at the contract unit bid price. The methods of determining conformity and accepting work are described in Subsections B Materials Certification and C Application. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

7. Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Owner. As an alternative to removal and replacement, the Contractor may submit a written request to:

    a. Have the work accepted at a reduced price; or

    b. Be given permission to perform corrective measures to bring the work into conformity.

    The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The Owner/Engineer will determine disposition of the nonconforming work.

B. Materials Certification

1. For material manufactured off-site, use a manufacturer with an ISO 9000 certification or an effective testing and inspection system. The manufacturer shall clearly mark the material or packaging with a unique product identification or specification standard to which it is produced. Other than references in or to the FAR or Federal Law, when these Standard Specifications reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104 106, National Defense Authorization Act for Fiscal Year 1996. These references refer to documentation of non-regulatory, peripheral contract requirements that are required to be validated by an individual or organization having unique knowledge or qualifications to perform such validation.

2. Commercial Certification

    a. Provide commercial certification for all dust palliative material from the same manufacturer. A commercial certification is a manufacturer's or Contractor's representation that the material complies with all contract requirements. The representation may be labels, catalog data, stamped specification standards, or supplier's certifications indicating the material is produced to a commercial standard or specification.

    b. A commercial certification for dust palliative material must clearly indicate that the material complies with all contract requirements and specifications. Ensure the commercial certification includes the date, identification number (truck or trailer), net mass, and brand name with each shipment.

    c. For liquid brine dust palliatives also provide the net volume, concentration by mass, specific gravity at 60° F, and pH.

3. All materials are subject to random testing at the request of the Owner/Engineer. Materials testing prior to or during application of dust palliative will be conducted utilizing a hydrometer capable of determining the density (concentration) of the dust palliative solution within the distributor.

4. Material accepted by certification may be sampled and tested at any time. If found not in conformance with the contract, the material will be rejected whether in place or not.

C. Application

1. Visual Instpection

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

2. Measured and Tested Conformance

   a. Provide all necessary production and processing of dust palliative and control performances so that all of the work complies with the contract requirements and specifications.

   b. Results from inspection or testing shall have values within the specified tolerances or specification limits. When no tolerance values are identified, the work will be accepted based on customary manufacturing and construction tolerances.

D. Partial and Final Acceptance

1. Partial Acceptance.

   a. When a separate portion of the project is completed, a final inspection of that portion may be requested. If the portion is complete and in compliance with the contract, it may be accepted. If accepted, the Owner will relieve the Contractor of further responsibility for maintenance of the completed portion. Partial acceptance does not void or alter any of the terms of the contract.

   b. When public traffic is accommodated through construction and begins using sections of roadway as they are completed, continue maintenance of such sections until final acceptance.

2. Final Acceptance

   a. When notified that the entire project is complete, an inspection will be scheduled. If all work is determined to be complete, the inspection will constitute the final inspection and the Contractor will be notified in writing of final acceptance as of the date of the final inspection. Final acceptance relieves the Contractor of further responsibility for the maintenance of the project.

   b. If the inspection discloses any unsatisfactory work, the Owner will provide the Contractor with a list of the work that is incomplete or requires correction. Immediately complete or correct the work. Furnish notification when the work has been completed as provided above.

PART 4 - MEASUREMENT AND PAYMENT

4.01 GENERAL

A. See Section 01150 for Measurement and Payment.

END OF SECTION

APPENDIX A

WAGE RATES

2026 Dust Cost Share Program

Preliminary Rates - Do Not Use for Bidding

MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2026

Effective: Preliminary - Do Not Use for Bidding
These are revised 2026 rates and supersede the preliminary rates that were published.

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

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

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the department's website at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/ or by contacting the department at (406) 444-6543.

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

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(b), states *"Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails."

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

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

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:
"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

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

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

G. Fringe Benefits
Section 18-2-412, MCA states:

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

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

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

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

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

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

H. Dispatch City
Section 18-2-411(6), MCA, defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

I. Zone Pay
Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as "...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job." See section H above for a list of dispatch cities.

J. Computing Travel Benefits
ARM, 24.17.103(23), states *"'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

K. Per Diem
ARM, 24.17.103(19), states *"'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

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

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

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

O. Projects of a Mixed Nature
Section 18-2-418, MCA states:

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

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

P. Occupations Definitions
You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

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

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

WAGE RATES

BRICK, BLOCK, AND STONE MASONS

No Rate Established

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CARPENTERS

Wage	Benefit
$38.05	$16.33

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

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
$27.89	$16.51

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
$31.52	$12.70

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

Travel Pay:
0-45 miles free
45-85 miles $70/day
>85 miles $100/day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
$34.01	$12.70

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

Travel Pay:
0-45 miles free
45-85 miles $70/day
>85 miles $100/day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
$34.66	$12.70

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

Travel Pay:
0-45 miles free
45-85 miles $70/day
>85 miles $100/day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
$35.60	$12.70

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

Travel Pay:
0-45 miles free
45-85 miles $70/day
>85 miles $100/day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
$36.94	$12.70

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

Travel Pay:
0-45 miles free
45-85 miles $70/day
>85 miles $100/day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
$38.13	$12.70

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

Travel Pay:
0-45 miles free
45-85 miles $70/day
>85 miles $100/day

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
$40.73	$12.70

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add $1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

Travel Pay:
0-45 miles free
45-85 miles $70/day
>85 miles $100/day

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
$27.71	$10.75

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
$28.88	$12.80

This group includes but is not limited to:
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
$30.73	$12.20

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

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
$32.12	$12.36

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

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DIVERS

	Wage	Benefit
Stand-By	$55.24	$17.28
Diving	$110.48	$17.28

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

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DIVER TENDERS

Wage	Benefit
$54.24	$17.28

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

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ELECTRICIANS

Wage	Benefit
$39.08	$20.00

Per Diem:
>60 mi. $80/day;
Per Diem in Big Sky and West Yellowstone $125/day

Duties Include:
Electrical wiring; equipment and fixtures; streetlights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
$36.83	$25.78

Per Diem:
0-45 miles free
45-85 miles $100/day
85+ miles $150/day

Duties Include:
Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools. Includes rod busters.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
$36.83	$25.78

Per Diem:
0-45 miles free
45-85 miles $100/day
85+ miles $150/day

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

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LINE CONSTRUCTION - EQUIPMENT OPERATORS

Wage	Benefit
$41.91	$18.92

Per Diem:
$60/day

Duties Include:
All work on substations

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
$29.96	$17.64

Duties Include:
All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
$56.91	$18.90

Duties Include:
All work on substations

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MILLWRIGHTS

Wage	Benefit
$45.26	$23.71

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

Per Diem:
$110/day or employer pays for single occupancy lodging

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PAINTERS

Wage	Benefit
$36.00	$12.84

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PILE BUCKS

Wage	Benefit
$38.05	$16.33

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

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; ensure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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TRUCK DRIVERS

	Wage	Benefit
Pilot Car Driver	$28.21	$12.57
Truck Driver	$31.11	$10.13

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

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APPENDIX B

MISCELLANEOUS FORMS

2026 Dust Cost Share Program

BID BOND (PENAL SUM FORM)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Address *(principal place of business)*:	**Bid** Project *(name and location)*: Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ *(Full formal name of Bidder)*	Surety _____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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NOTICE OF AWARD

Date of Issuance:

Owner: Owner's Project No.:

Engineer: Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Contract Price of the awarded Contract is $_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[___] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [___] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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APPROVAL OF SUBCONTRACTORS

PROJECT:

PROJECT NUMBER:

FROM (Contractor):

Listed below are all of the subcontractors which we propose to use on this project. Your approval of these subcontractors is requested.

We certify that these subcontractors, as listed, have been advised of the labor standards and provisions applicable to this project and that these provisions, as incorporated in the Contract between the Owner and the undersigned Contractor, will be incorporated in the contracts between the Contractor and the listed subcontractors. These provisions shall include all necessary insurance, workers compensation, and other legal requirements that the Contractor must carry.

NAME AND ADDRESS OF SUBCONTRACTOR	MONTANA PUBLIC CONTRACTOR'S REGISTRATION NO.	TYPE OF WORK	APPROXIMATE VALUE OF SUBCONTRACT

Any deviation from this list shall be approved by the Owner prior to the subcontractor conducting the work.

SIGNED BY (CONTRACTOR): _____

(Signature) (Print or Type Name) (Date)

CHECKED BY (ENGINEER): _____

(Signature) (Print or Type Name) (Date)

APPROVED BY (OWNER): _____

(Signature) (Print or Type Name) (Date)

PERFORMANCE BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Mailing address *(principal place of business)*:	**Contract** Description *(name and location)*: Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

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

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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PAYMENT BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Mailing address *(principal place of business)*:	**Contract** Description *(name and location)*: Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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NOTICE TO PROCEED

Owner: _____ Owner's Project No.: _____

Engineer: _____ Engineer's Project No.: _____

Contractor: _____ Contractor's Project No.: _____

Project: _____

Contract Name: _____

Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is _____, and the date by which readiness for final payment must be achieved is _____.

[or]

The number of days to achieve Substantial Completion is _____ from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is _____ from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: _____

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Date Issued: _____

Copy: Engineer

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FIELD ORDER NO.: _____

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Date Issued: Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Attachments:

Issued by Engineer

By: _____

Title: _____

Date: _____

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WORK CHANGE DIRECTIVE NO.: ____

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Date Issued: Effective Date of Work Change Directive:

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

Description:

Attachments:

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

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CHANGE ORDER NO.:_____

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Date Issued: Effective Date of Change Order:

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

Description:

Attachments:

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

	Recommended by Engineer (if required)	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

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APPLICATION FOR PAYMENT

A spreadsheet prepared by the Contractor/Engineer containing the Bid Schedule, Bid Item, Quantity, Unit Price, and the Total Price for each bid item that payment is applied for shall accompany this Application for Payment.

PROJECT: PROJECT NUMBER:

CONTRACTOR:

Application for Payment No._____ Progress Payment _____ Final Payment _____
For work accomplished through the date of _____

PAYMENT CALCULATIONS

1.	Original Contract Price	$_____
2.	Net change by Authorized by Change Orders and Written Amendments (+ or -)	$_____
3.	Current Total Value of this Contract (1 plus 2)	$_____
4.	Total Completed and Stored to Date	$_____
5.	Amount of Previous Applications	$_____
6.	Amount Eligible for this Application (4 minus 5)	$_____
7.	5% Payment Retainage (5% of 6)	$_____
8	Subtotal (6 minus 7)	$_____
9.	1% Gross Receipts Tax (1% of line 8)	$_____
10.	AMOUNT DUE THIS APPLICATION (8 minus 9)	$_____

PROJECT TABULATION

	PAY APPLICATION	5% RETAINAGE	1% GROSS RECEIPTS TAX	PAYMENTS
THIS PAYMENT				
PREVIOUS PAYMENTS				
TOTAL TO DATE				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:

Signature: _____ **Date** _____

Recommended by Engineer

By: _____

Title: _____

Date: _____

Approved by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency

By: _____

Title: _____

Date: _____

CONTRACTOR'S CERTIFICATE OF COMPLETION

TO (OWNER):

DATE:

PROJECT:

PROJECT NUMBER:

CONTRACT DATE:

ATTN (Engineer):

FROM (Contractor):

This is to certify that I, _____, am an authorized official of _____, working in the capacity of _____, and have been properly authorized by the said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Plans and Specifications.

The contract work is now complete in all parts and requirements and ready for your substantial completion inspection.

I understand that neither the determination of the Engineer that the work is complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

CONTRACTOR:

BY: _____ **DATE:** _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:
Engineer:
Contractor:
Project:
Contract Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

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

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

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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AFFIDAVIT ON BEHALF OF CONTRACTOR

PROJECT:

PROJECT NUMBER:

DATE:

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict conformance with the terms and conditions of the corresponding Contract Documents between _____, the Owner, and _____, the Contractor, dated _____ for the _____, and further declare that all bills for materials, supplies, utilities, and for all other things furnished or caused to be furnished by the above-named Contractor and used in the execution of the above Contract have been fully paid, and there are no unpaid claims or demands of State Agencies, subcontractors, materialmen, mechanics, laborers or any others resulting from or arising out of work done or ordered to be done by said Contractor under the above-identified Contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said Contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said Contract, and authorized changes. This Waiver includes any claim of lien as well as any and all claims under 40 U.S.C. 270a-270d ("the Miller Act") or any state statute serving a substantially similar purpose, and releases and waives any and all claims to any private bond right.

This statement is made for the purpose of inducing the Owner to make Final Payment under the terms of the Contract, relying on the truth and statements contained therein. The Contractor acknowledges others, including lenders, insurers, and the Engineer, will rely upon this instrument as a full and complete waiver and release of all claims in the normal course of their transactions.

See the following page for signatures and notary seal.

_____

NAME OF CONTRACTOR

By: _____

Its: _____

State of _____)

)

County of _____)

This instrument was acknowledged before me on _____

(date)

by _____

(name)

NOTARY SEAL WITHIN THE BOX

_____

Notary Signature Line

_____

Notary Printed Name

Notary Public for State of _____

Residing at: _____

My Commission Expires: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER:

ENGINEER:

CONTRACTOR:

SURETY:

PROJECT:

PROJECT NUMBER:

CONTRACT DATE:

In accordance with the provisions of the contract between the Owner and the Contractor indicated above, the _____, SURETY COMPANY, on bond of _____, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to _____, OWNER, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set is hand this _____ day of _____ _____, 2026.

SEAL WITHIN THE BOX

SURETY COMPANY:

_____

Company Name

_____

_____

_____

Address

_____

Signature of Authorized Representative

_____

Title

_____

Date

NOTE: This form is to be used as a companion document to the Affidavit on Behalf of Contractor.

APPENDIX C

MAPS OF ROADWAYS

2026 Dust Cost Share Program

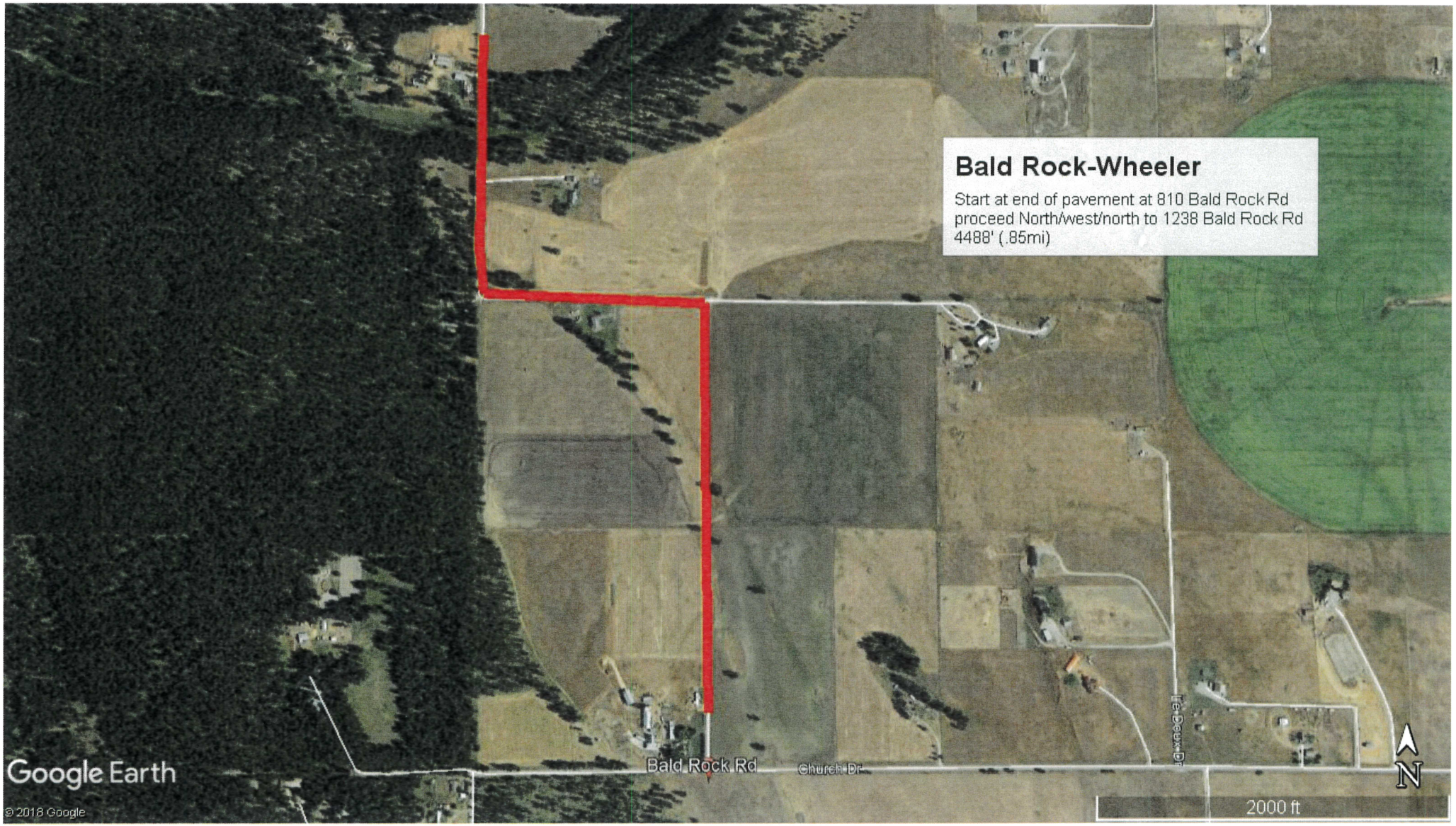

Amdahl Ln - Wagoner
Begin at end of pavement and proceed N to end of road at 310 Amdahl Ln. 3,834' (0.73m)
310 Amdahl Ln
Wagoner's Sand & Gravel
Flathead River
Flathead River
Flathead River
Larscheid Enterprises
Garden Center
Start - Wagoner
Google Earth
Image © 2025 Airbus
35
N
1000 ft

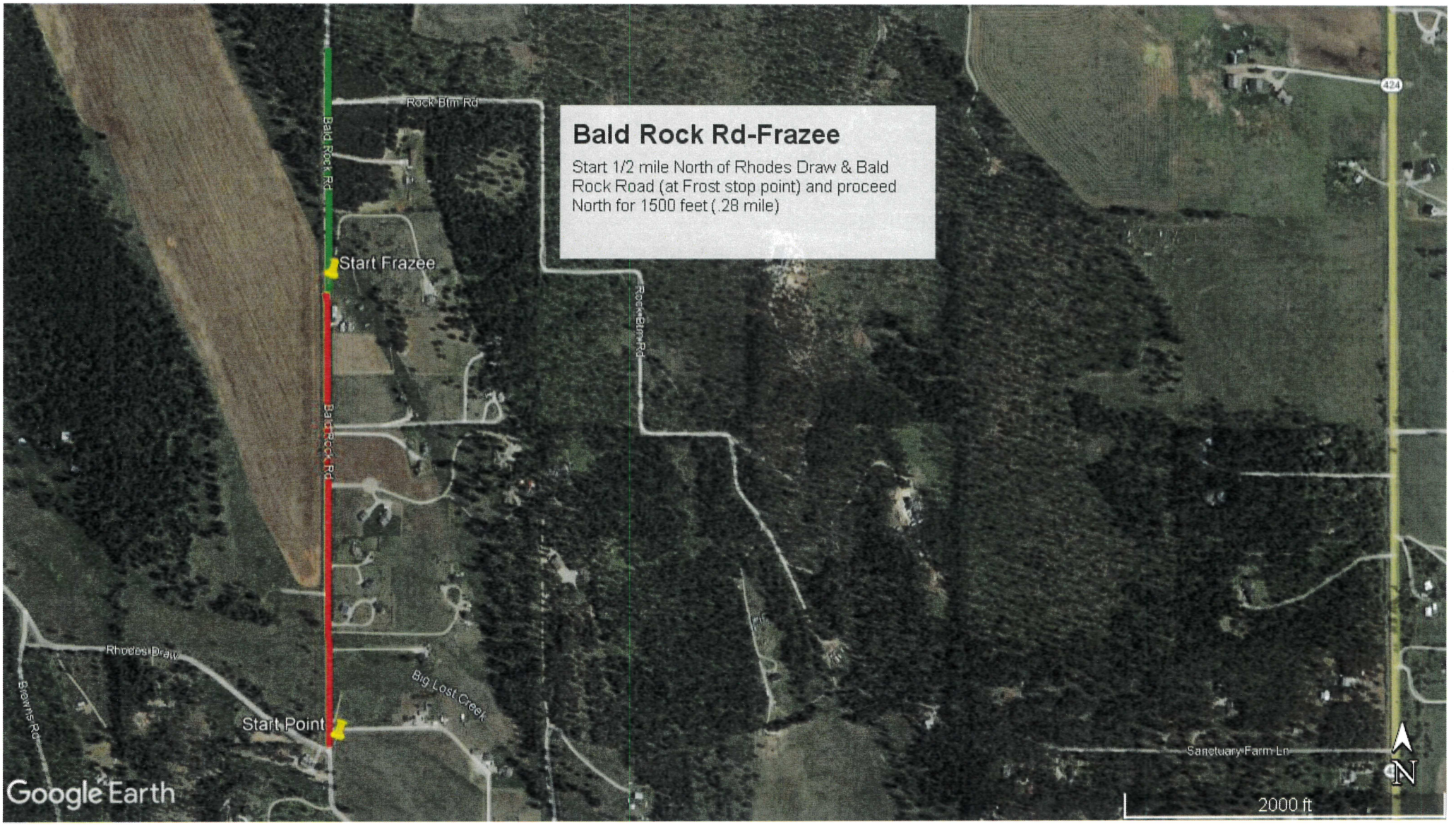


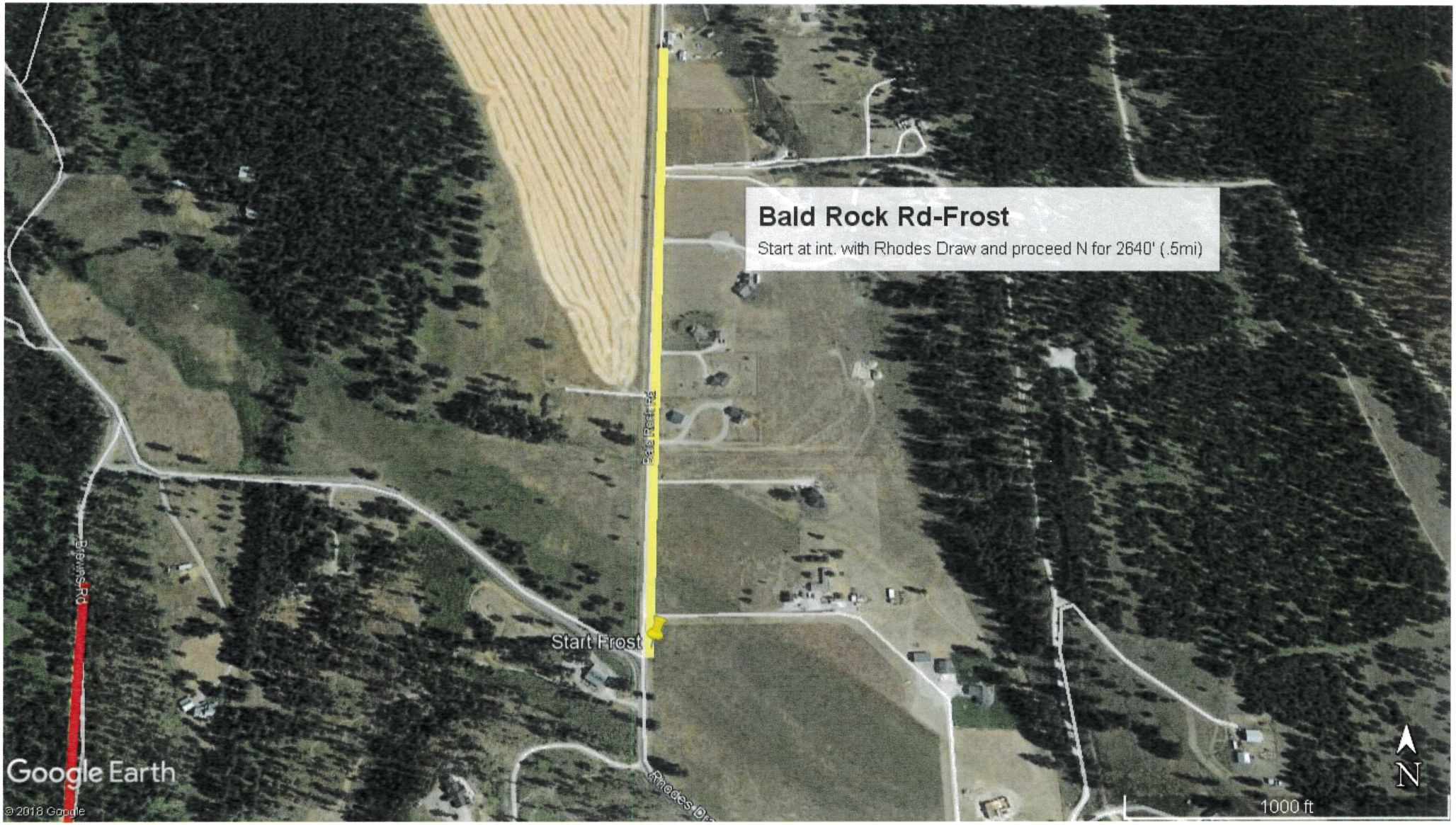
Ashley Lake Rd- RAC Dawson

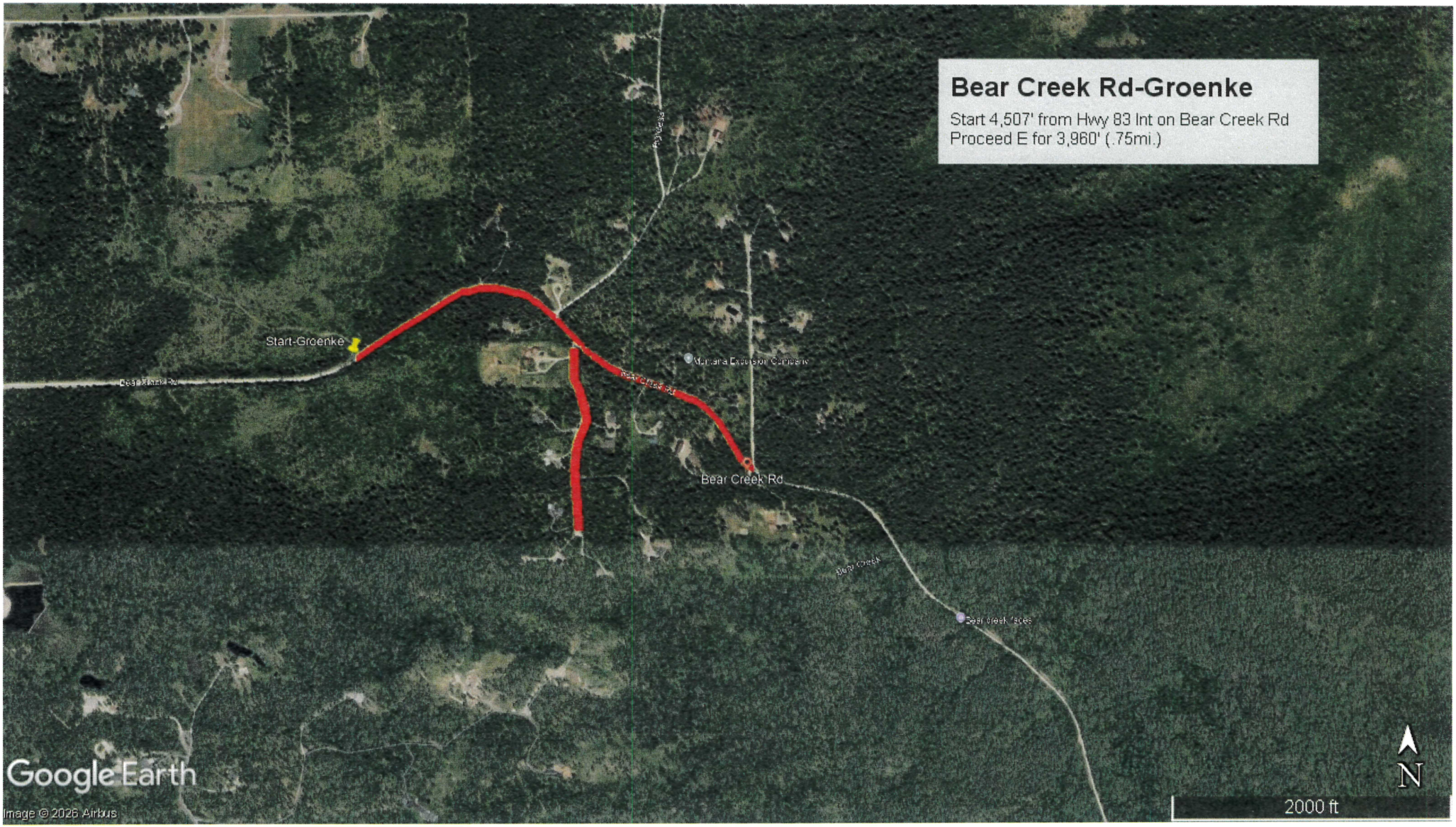
Start @ end of pavement on Ashley Lake Rd & Batavia Rd proceed Northwest 3.36 miles on Ashley Lake Rd,plus .8 miles on North Ashley Lake Rd 21,965' (4.16 mi.)

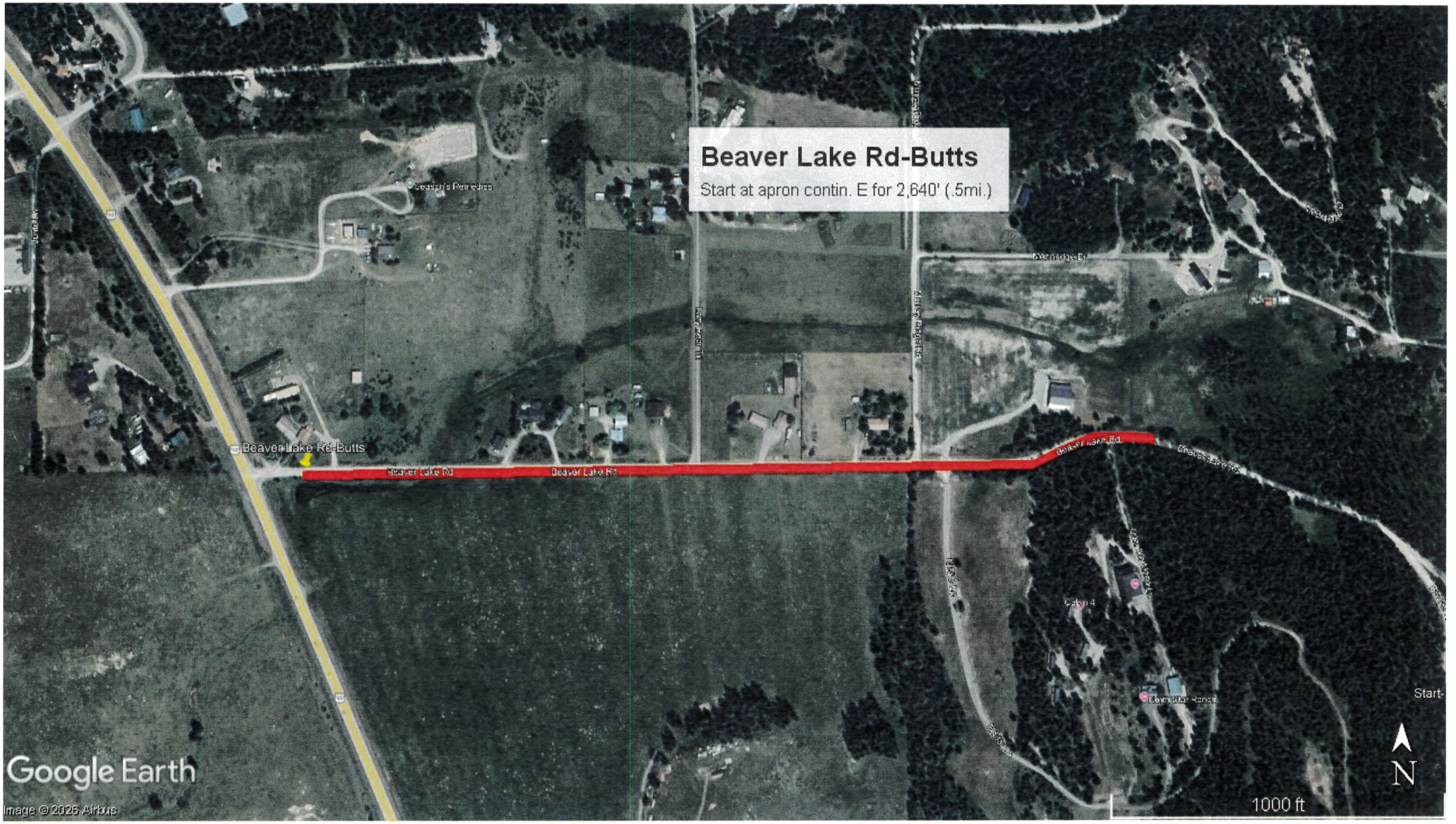

Austin Xroads/Middle Rd-Sands
Start 1/4 mi E of Austin Crossroads/Middle Inter. and proceed W 2020' (.39mi.) and proceed N on Middle Rd for 660' (.13mi.) total 2680' (.51mi.)
Middle Rd
Austin Crossroad
Austin Crossroad
Google Earth
Image © 2026 Airbus
1000 ft
N

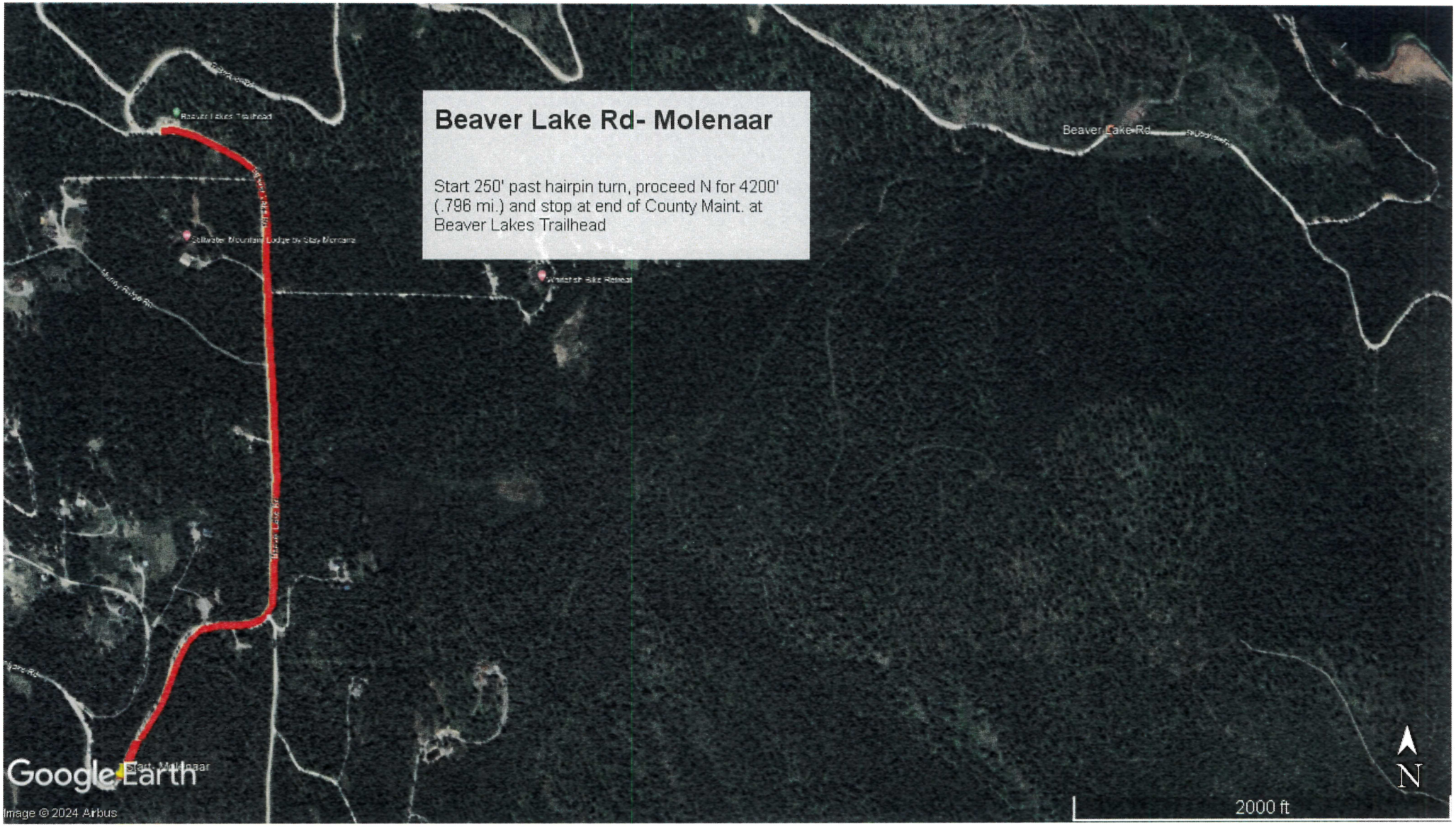

Bald Rock-Wheeler
Start at end of pavement at 810 Bald Rock Rd
proceed North/west/north to 1238 Bald Rock Rd
4488' (.85mi)
Bald Rock Rd
Church Dr
Le Deux Dr
N
2000 ft
Google Earth
© 2018 Google

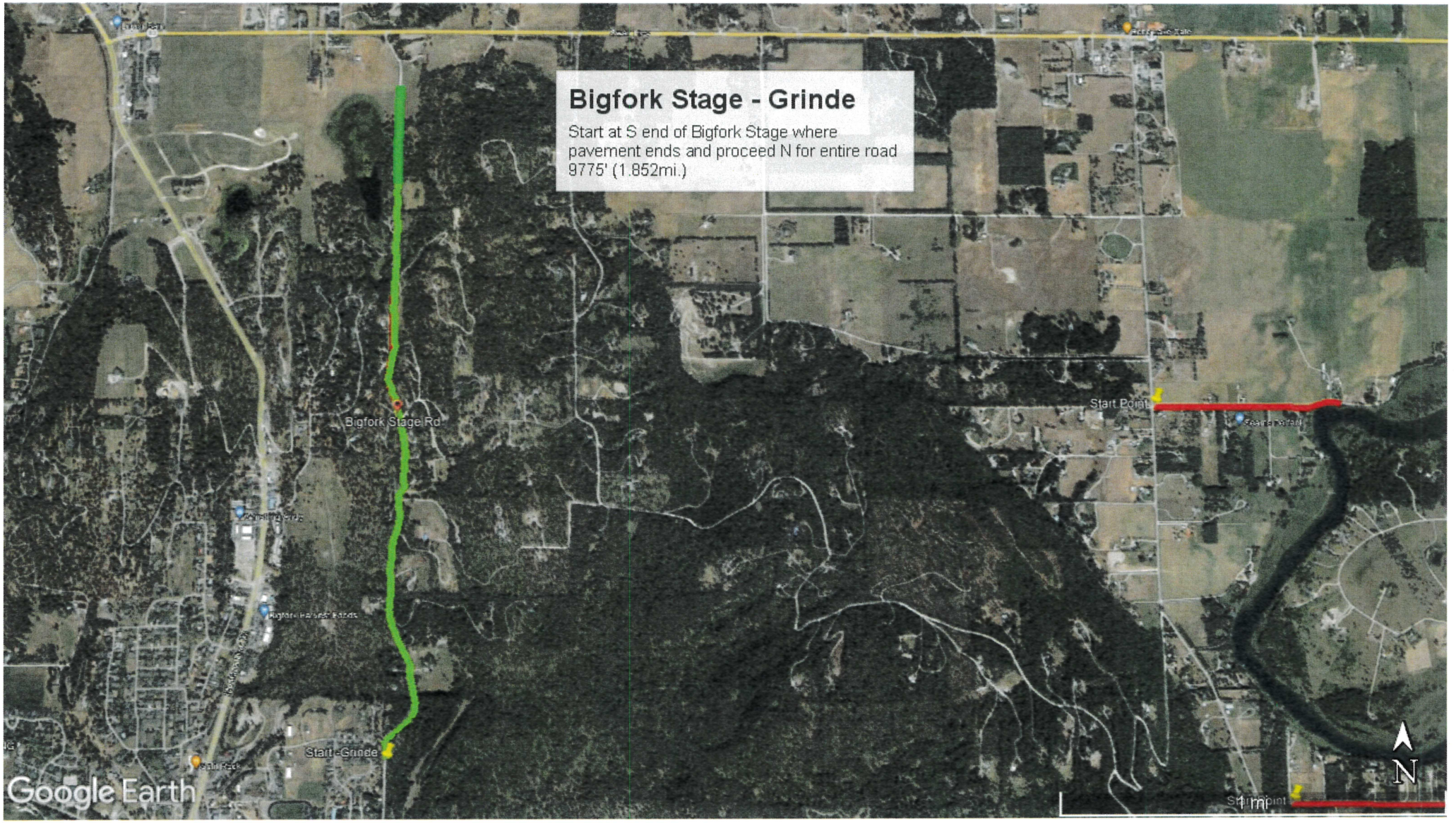

Bald Rock Rd-Frazee
Start 1/2 mile North of Rhodes Draw & Bald Rock Road (at Frost stop point) and proceed North for 1500 feet (.28 mile)
Rock Blm Rd
Bald Rock Rd
Start Frazee
Rock Blm Rd
Bald Rock Rd
Rhodes Draw
Browns Rd
Big Lost Creek
Start Point
424
Sanctuary Farm Ln
N
2000 ft
Google Earth


Bald Rock Rd-Frost
Start at int. with Rhodes Draw and proceed N for 2640' (.5mi)
Bald Rock Rd
Start Frost
Browns Rd
Rhodes Dr
Google Earth
© 2018 Google
1000 ft
N


Bear Creek Rd-Groenke
Start 4,507' from Hwy 83 Int on Bear Creek Rd
Proceed E for 3,960' (.75mi.)
Start-Groenke
Bear Creek Rd
Google Earth
Image © 2026 Airbus
N
2000 ft

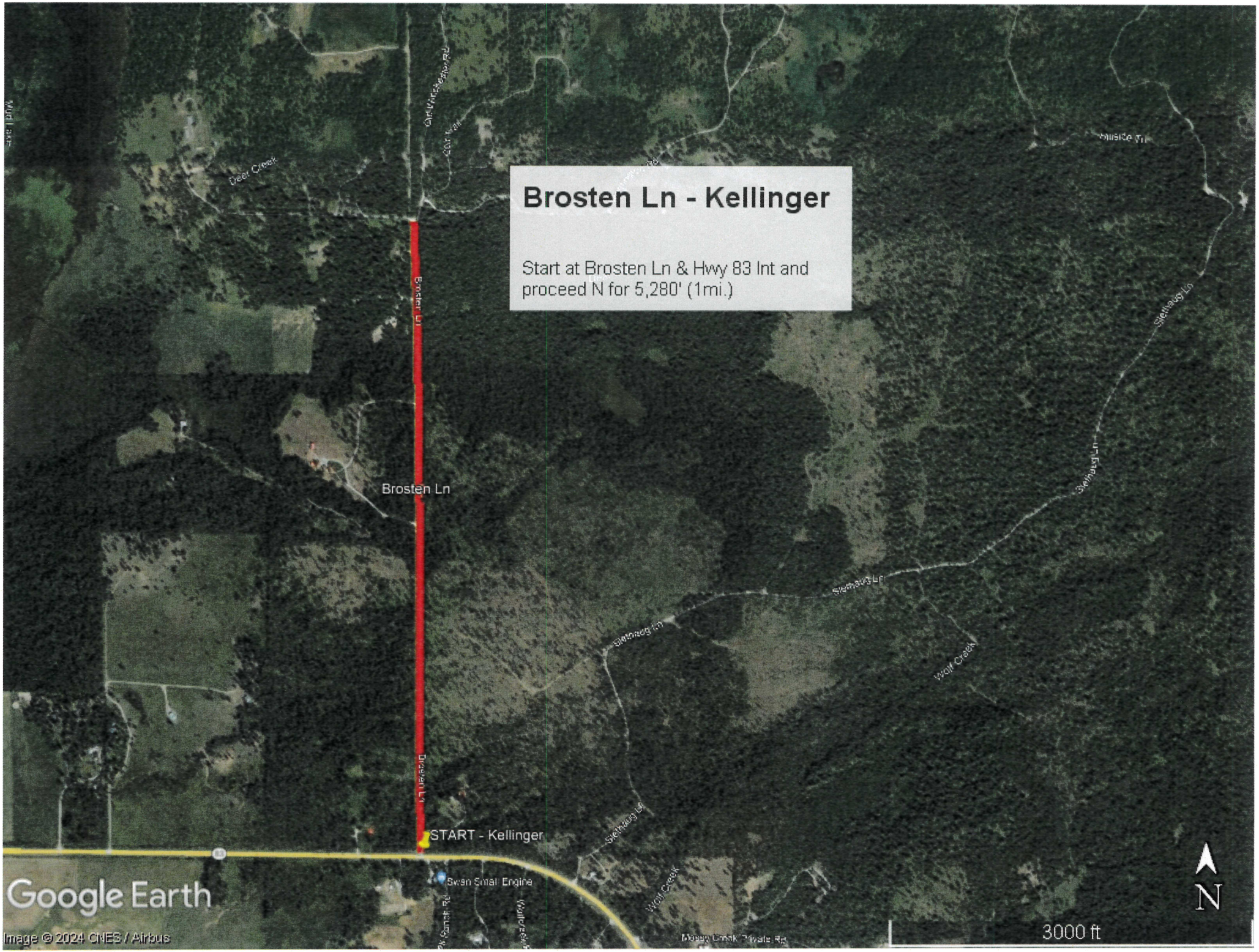

Beaver Lake Rd-Butts
Start at apron contin. E for 2,640' (.5mi.)
Beaver Lake Rd-Butts
Beaver Lake Rd
Beaver Lake Rd
Beaver Lake Rd
Cabin 4
Start
N
1000 ft
Google Earth
Image © 2026 Airbus

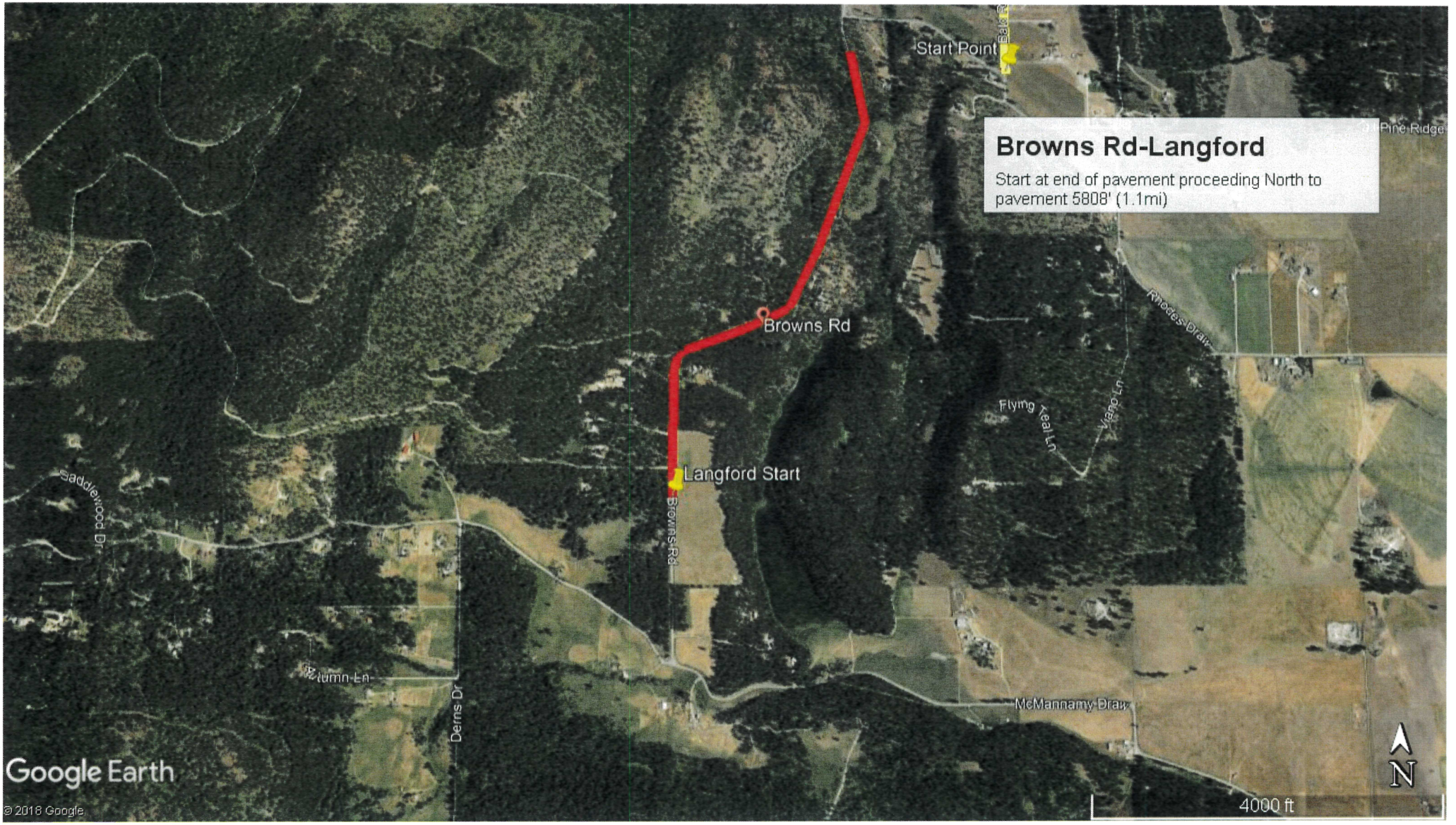

Beaver Lake Rd- Molenaar
Start 250' past hairpin turn, proceed N for 4200' (.796 mi.) and stop at end of County Maint. at Beaver Lakes Trailhead
Beaver Lake Rd
Google Earth
Image © 2024 Airbus
2000 ft
N


Bigfork Stage - Grinde
Start at S end of Bigfork Stage where pavement ends and proceed N for entire road 9775' (1.852mi.)
Bigfork Stage Rd
Start Point
Start - Grinde
Google Earth
N


Boon Rd-Mitchell
Start at end of pavement and proceed W for 6,459' (1.22mi.) ending at corner of Boon and Buffalo Trail
Boon Rd
Google Earth
Image © 2025 Airbus
N
1000 ft

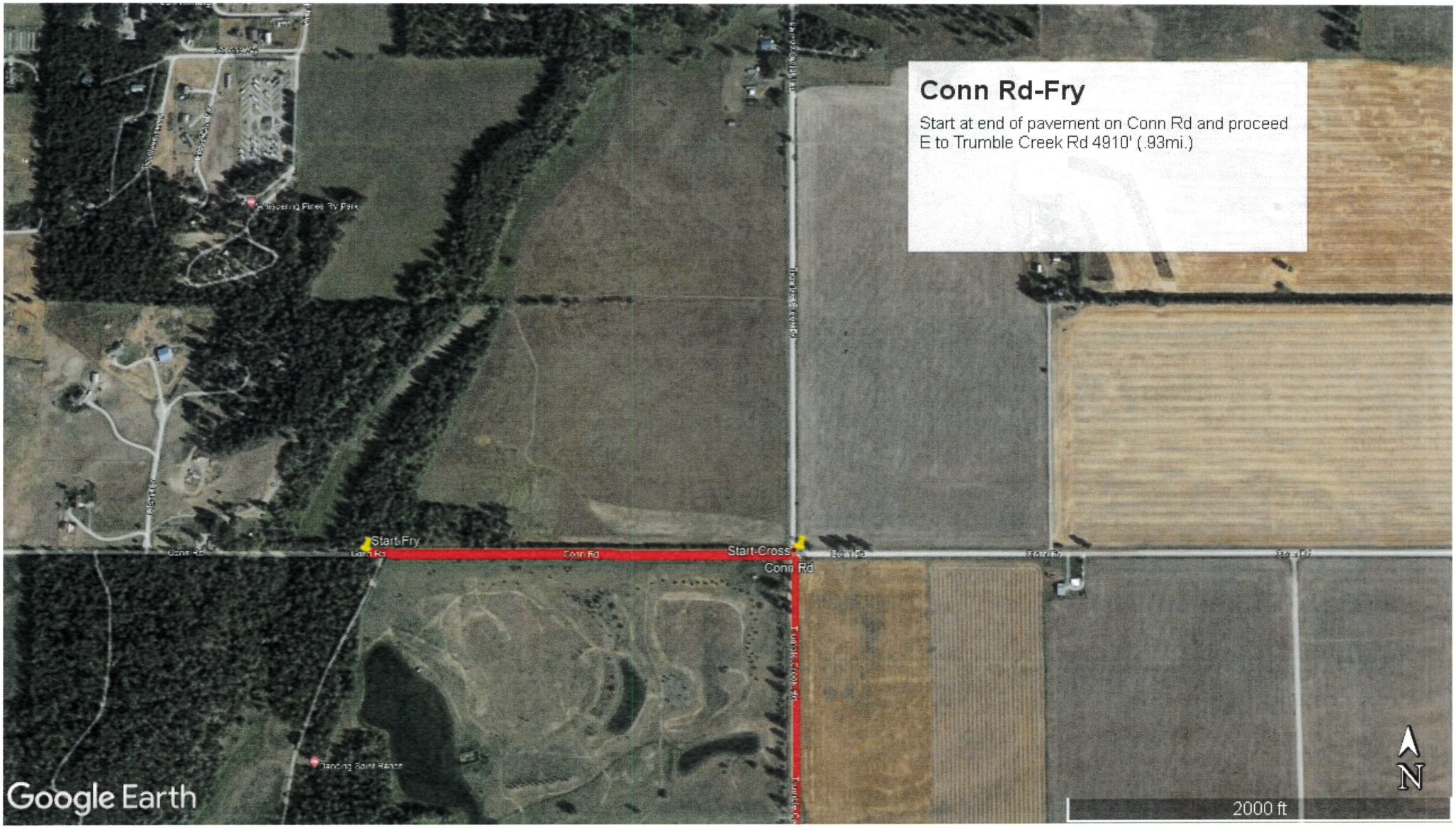

Braig Rd-Alton
Start @ Dillon Rd and proceed East and South to intersection of Braig & Trumble Creek 6534 Feet (1.24 miles)
675 Braig Rd
Start Point
Blue Heron Dr
Haskill Dr
Monegan Rd
Braig Rd
N Hilltop Rd
Dillon Rd
Trumble Creek Rd
Sycamore Rd
Braig Ln
Halfmoon Rd
One Way Rd
Google Earth
© 2018 Google
4000 ft
N


Brosten Ln - Kellinger
Start at Brosten Ln & Hwy 83 Int and proceed N for 5,280' (1mi.)
Brosten Ln
START - Kellinger
Deer Creek
Wolf Creek
Swan Small Engine
Google Earth
Image © 2024 CNES / Airbus
N
3000 ft


Start Point
Pine Ridge
Browns Rd-Langford
Start at end of pavement proceeding North to pavement 5808' (1.1mi)
Browns Rd
Rhodes Draw
Flying Keal Ln
Vega Ln
Langford Start
Browns Rd
Saddlewood Dr
Autumn Ln
Derns Dr
McMannamy Draw
Google Earth
© 2018 Google
N
4000 ft


Clark Drive-Horn
Start at Int of Farm to Market Rd and Clark Drive. Proceed E on Clark Driver for 5,280' (1mi.)
Start Horn
Clark Dr
Clark Dr
Clark Dr
Clark Dr
Google Earth
Image © 2026 Airbus
1000 ft
N

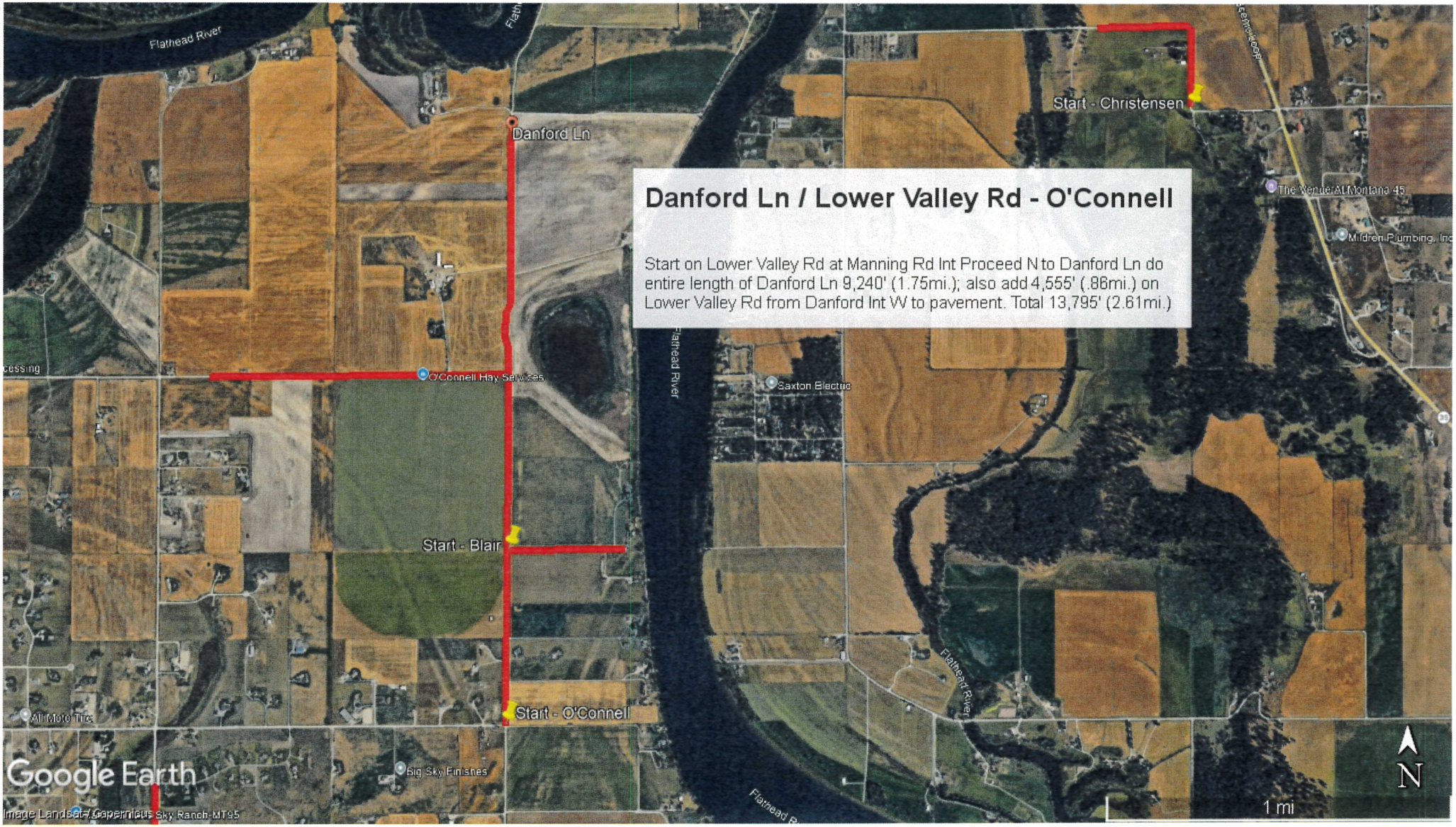

Clothier Lane-Good
Start at Int. of Bierney Creek Rd and proceed N 750' (.14mi.)
Clothier Ln
Clothier Ln
Saskatoon Dr
Bierney Creek Rd
Start Good
Google Earth
© 2020 Google
500 ft
N

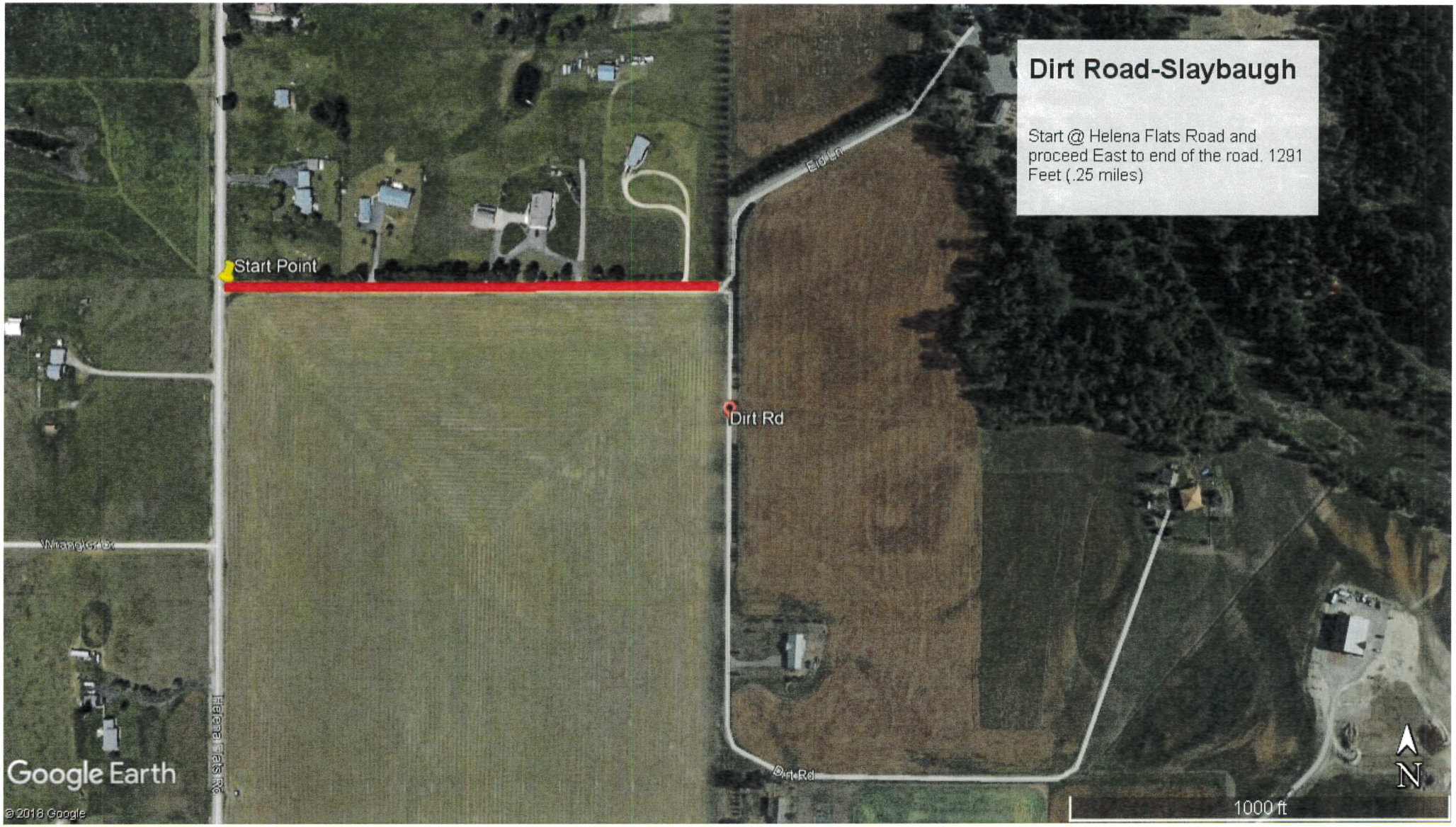

Conn Rd-Fry
Start at end of pavement on Conn Rd and proceed E to Trumble Creek Rd 4910' (.93mi.)
Start-Fry
Conn Rd
Start-Cross
Conn Rd
Trumble Creek Rd
Google Earth
N
2000 ft


Coon Hollow Rd-
Duriga
Start from end of pavement and proceed 4752' (.90mi)
Coon Hollow Rd
Google Earth
© 2018 Google
N
1000 ft


Daley Ln - Hill
Start 250' S of Int of Daley Ln & N Foy Lake Dr S proceed toward end of road 5,001' (.95mi.)
Start - Hill
Welkers Lake House
Foys Lake House
Daley Ln
Glacier Glass Inc
Google Earth
Image © 2025 Airbus
N
1000 ft


Plummer's Lake Park
Plummer's Lake Dr
Dan Lake
Start Derrington
Dan Lake Ct
Dan Lake Ct
Dan Lake Ct - Derrington
Start at Int of Many Lakes Dr & Dan Lake Ct and Proceed to end of road in cul-de-sac 725' (.14mi.)
Google Earth
Image © 2025 Airbus
N
500 ft

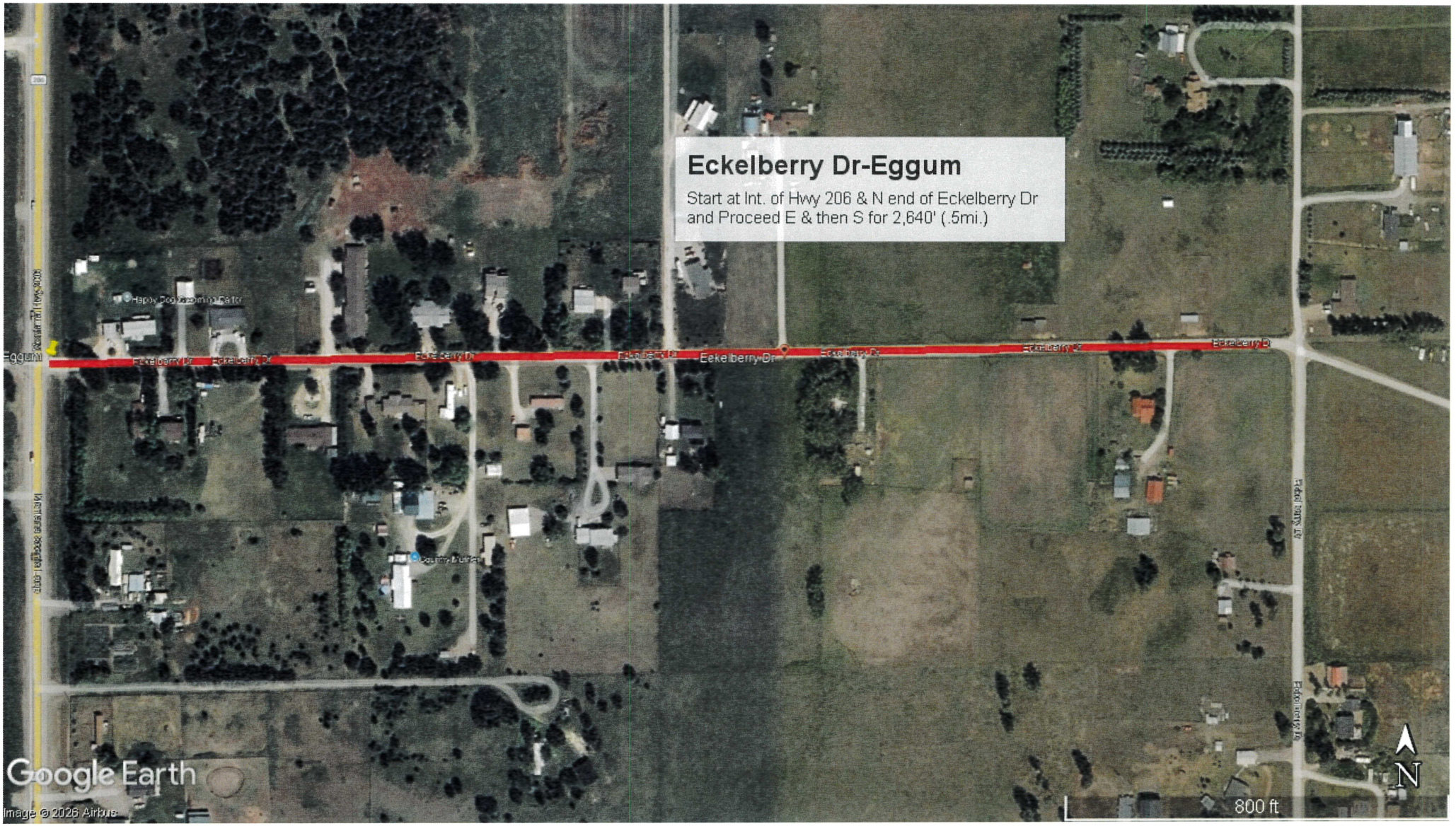

Danford Ln / Lower Valley Rd - O'Connell
Start on Lower Valley Rd at Manning Rd Int Proceed N to Danford Ln do entire length of Danford Ln 9,240' (1.75mi.); also add 4,555' (.86mi.) on Lower Valley Rd from Danford Int W to pavement. Total 13,795' (2.61mi.)
Flathead River
Danford Ln
Start - Christensen
Start - Blair
Start - O'Connell
O'Connell Hay Services
Saxton Electric
The Venue At Montana 45
Mildren Plumbing, Inc
All Moto Tire
Big Sky Finishes
Sky Ranch MT95
Google Earth
Image Landsat / Copernicus
1 mi
N


Dirt Road-Slaybaugh
Start @ Helena Flats Road and proceed East to end of the road. 1291 Feet (.25 miles)
Start Point
Dirt Rd
Helena Flats Rd
Dirt Rd
Google Earth
© 2016 Google
1000 ft
N

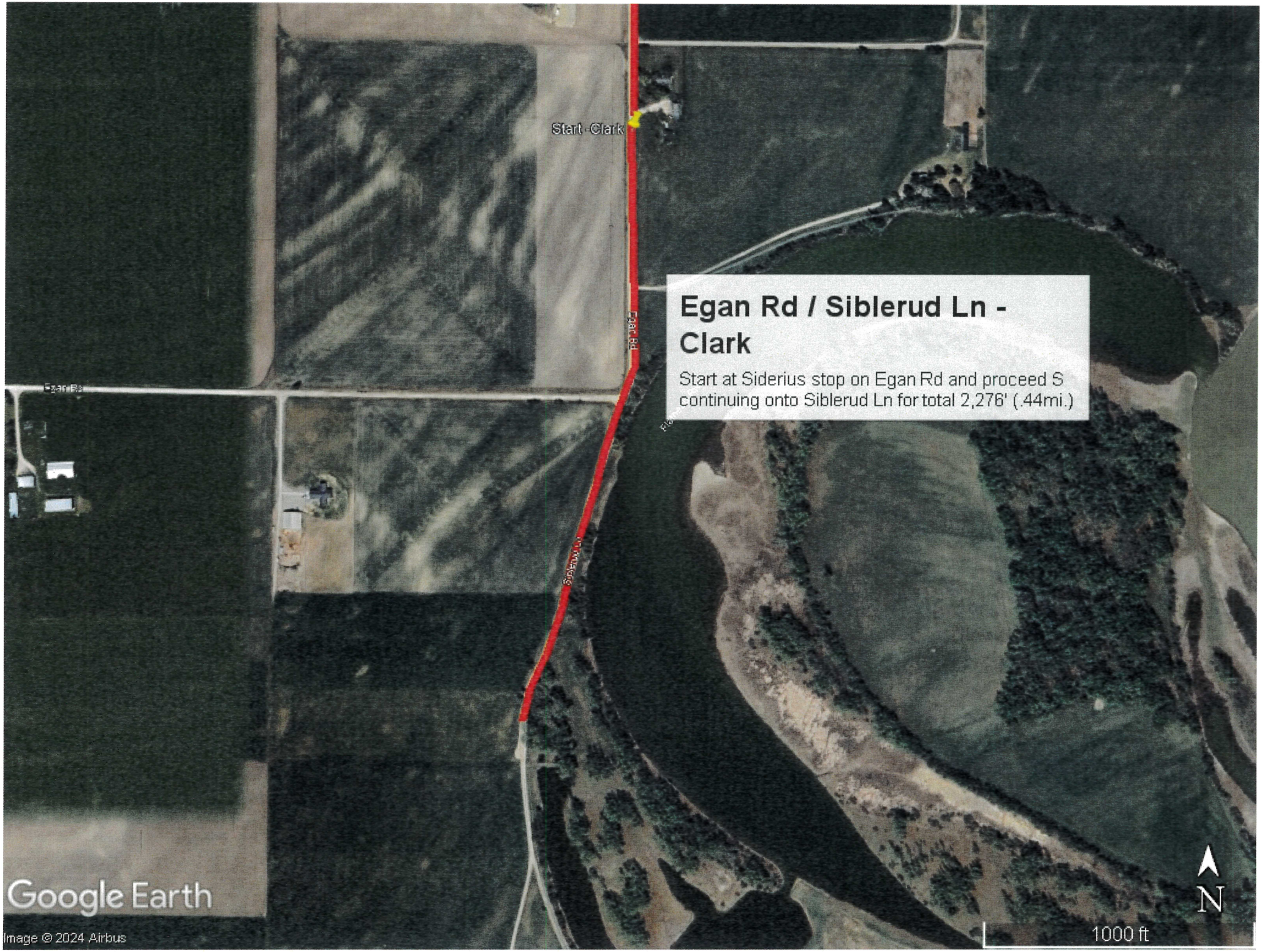

Double Lake Ln/S Many Lakes Dr-Karow
Start at Int of Dbl Lake Ln and Double Lk Dr proceed S and turn at Int of Dbl Lake Ln and S Many Lakes Dr proceed W and then North for a total of 3,875' (.73mi.) ending at Int of S Many Lakes Dr and Double Lake Dr
START-Karowrk
Double Lake Park
Double Lake Dr
S Many Lakes Dr
Platt Lake
Google Earth
Image © 2026 Airbus
1000 ft
N

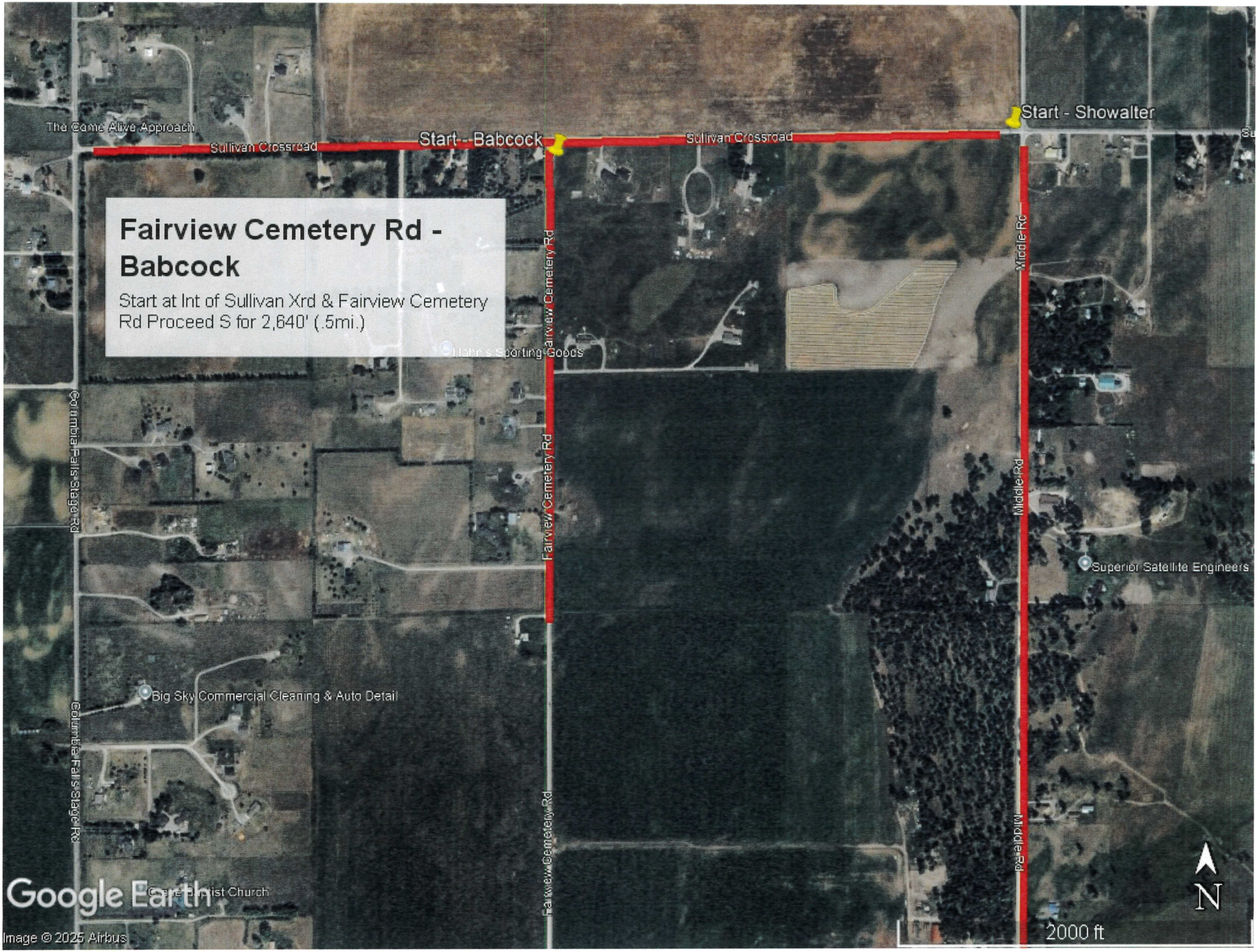

START-Christensen
Start-Gunderson
Dyer Rd
Dyer Rd
Dyer Rd

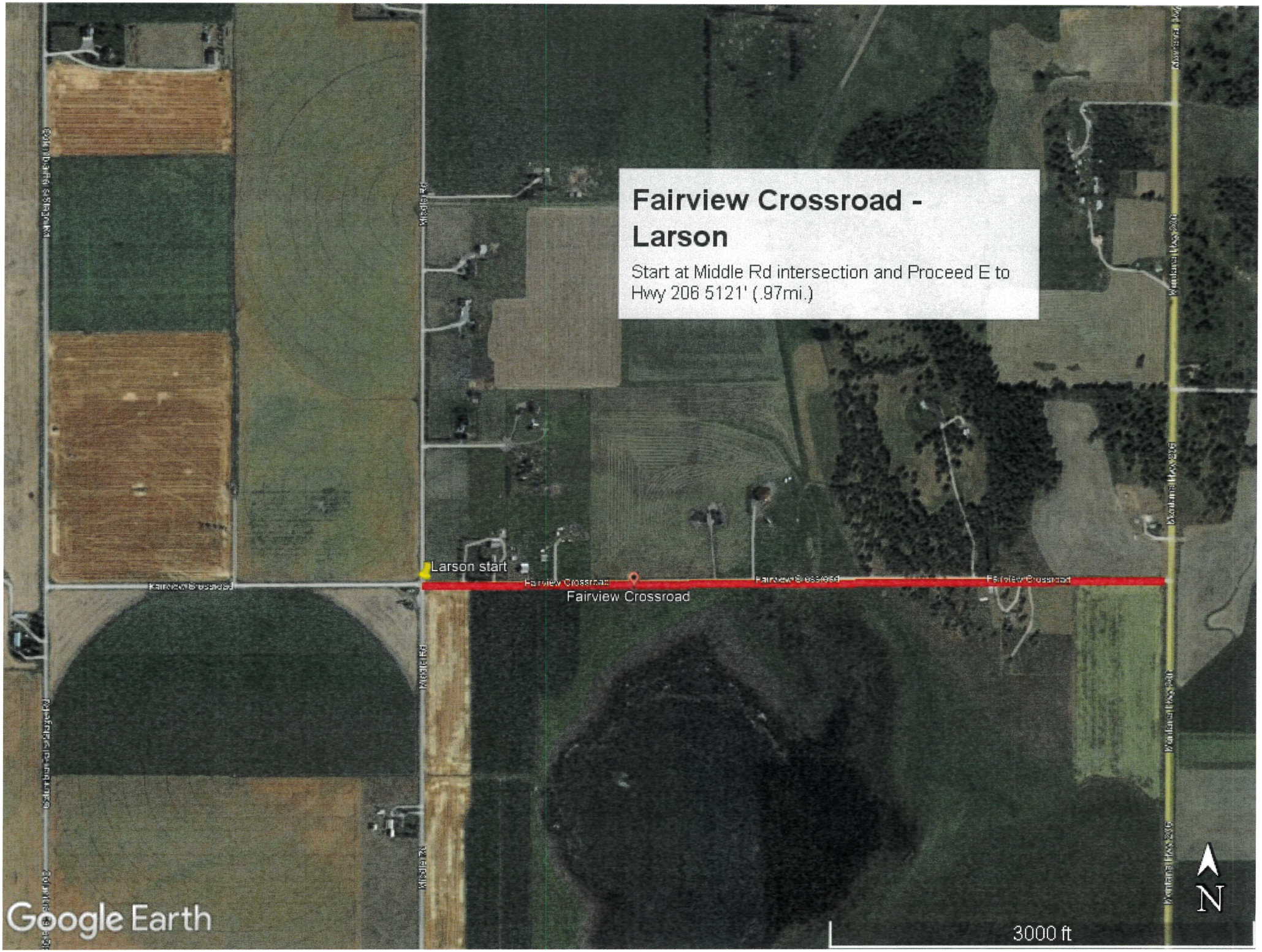

Dyer Rd-Christensen
Start 1,320'W of Hwy 35 Int. (after first corner) and proceed N and then W for 2,640' (.5mi.)
START-Christensen
Dyer Rd
Rose Creek Nursery
Google Earth
Image © 2025 Airbus
2000 ft
N

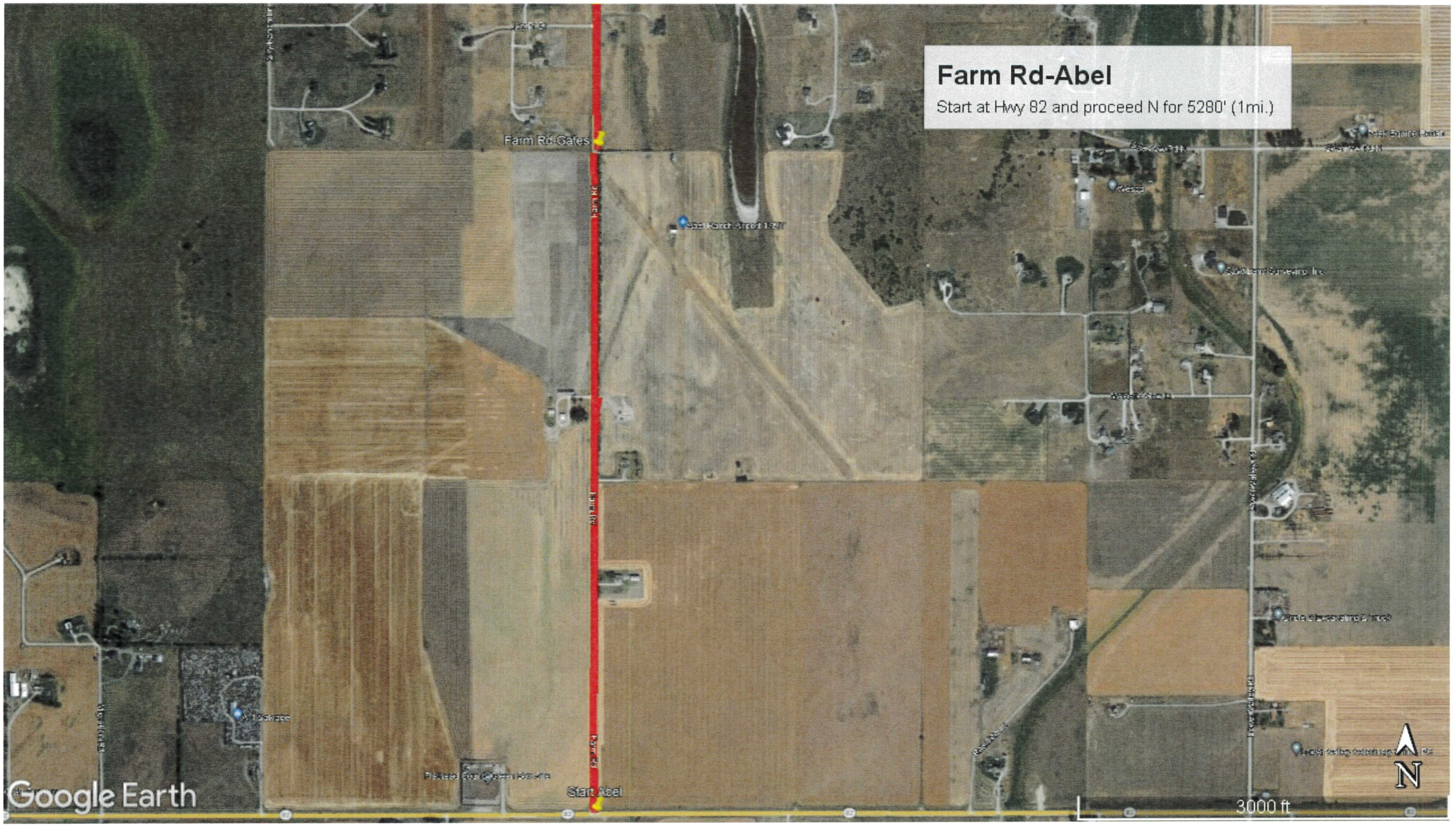

Eckelberry Dr-Eggum
Start at Int. of Hwy 206 & N end of Eckelberry Dr
and Proceed E & then S for 2,640' (.5mi.)
Eckelberry Dr
Eggum
Google Earth
Image © 2026 Airbus
800 ft
N

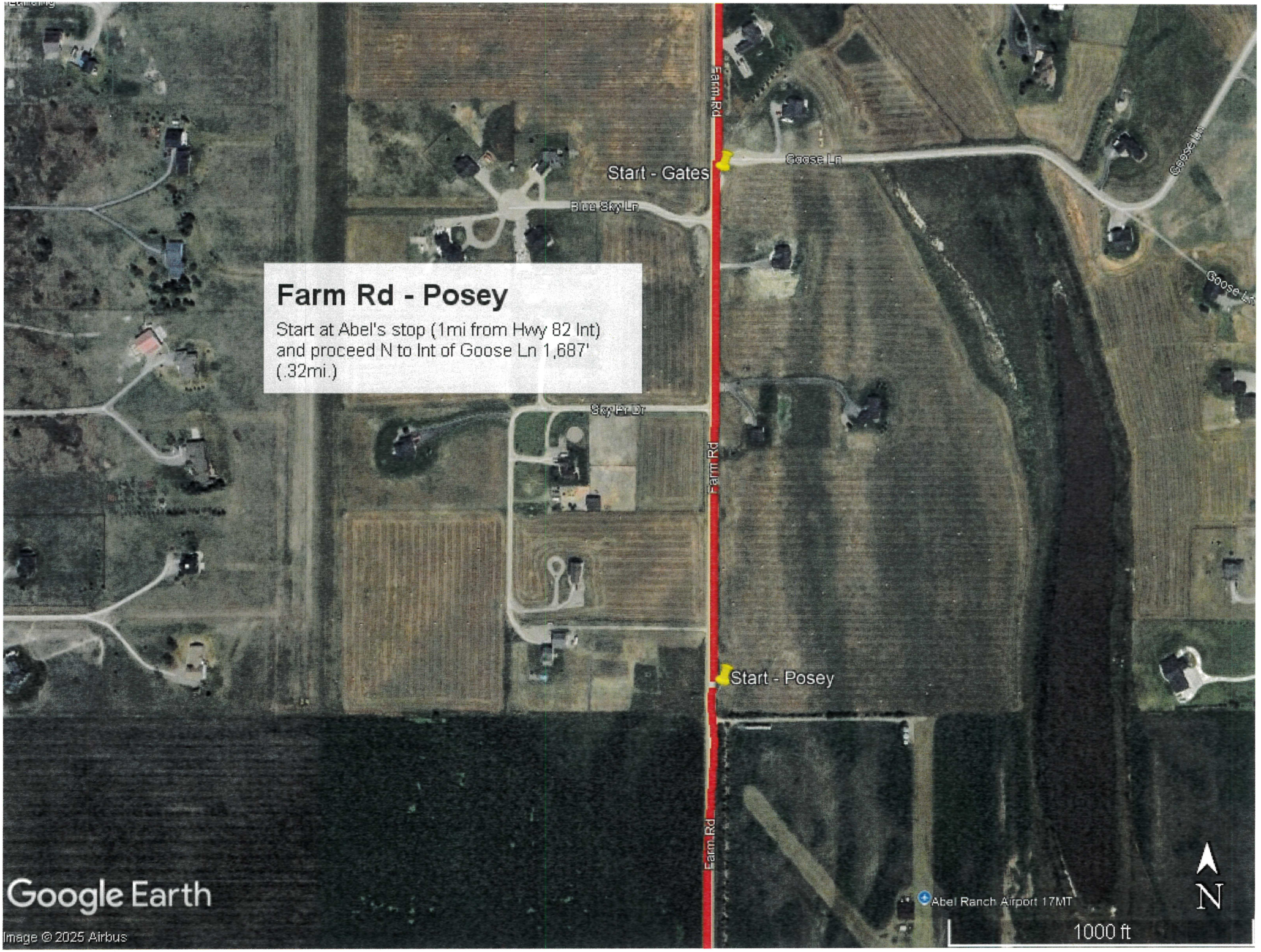

Egan/Muddy/Steel-Siderius
Start at end of pavement on Egan Rd, proceed E and S for (1.2 mi), then back to Muddy Lane (.5 mi)entire length of road, then N on Steel Bridge for (.13 mi.) and S on Steel Bridge (.67 mi.) for a total of 13,200' (2.5 mi.)
Egan Rd
Muddy Ln
Half Moon Slough
Blomer Ln
S Egan Rd
Steel Bridge Rd
Siderius Ln
Montford Rd
Google Earth
© 2021 Google
N
4000 ft


Start - Clark
Egan Rd
Siblerud Ln
Egan Rd
Egan Rd / Siblerud Ln - Clark
Start at Siderius stop on Egan Rd and proceed S continuing onto Siblerud Ln for total 2,276' (.44mi.)
Google Earth
Image © 2024 Airbus
N
1000 ft

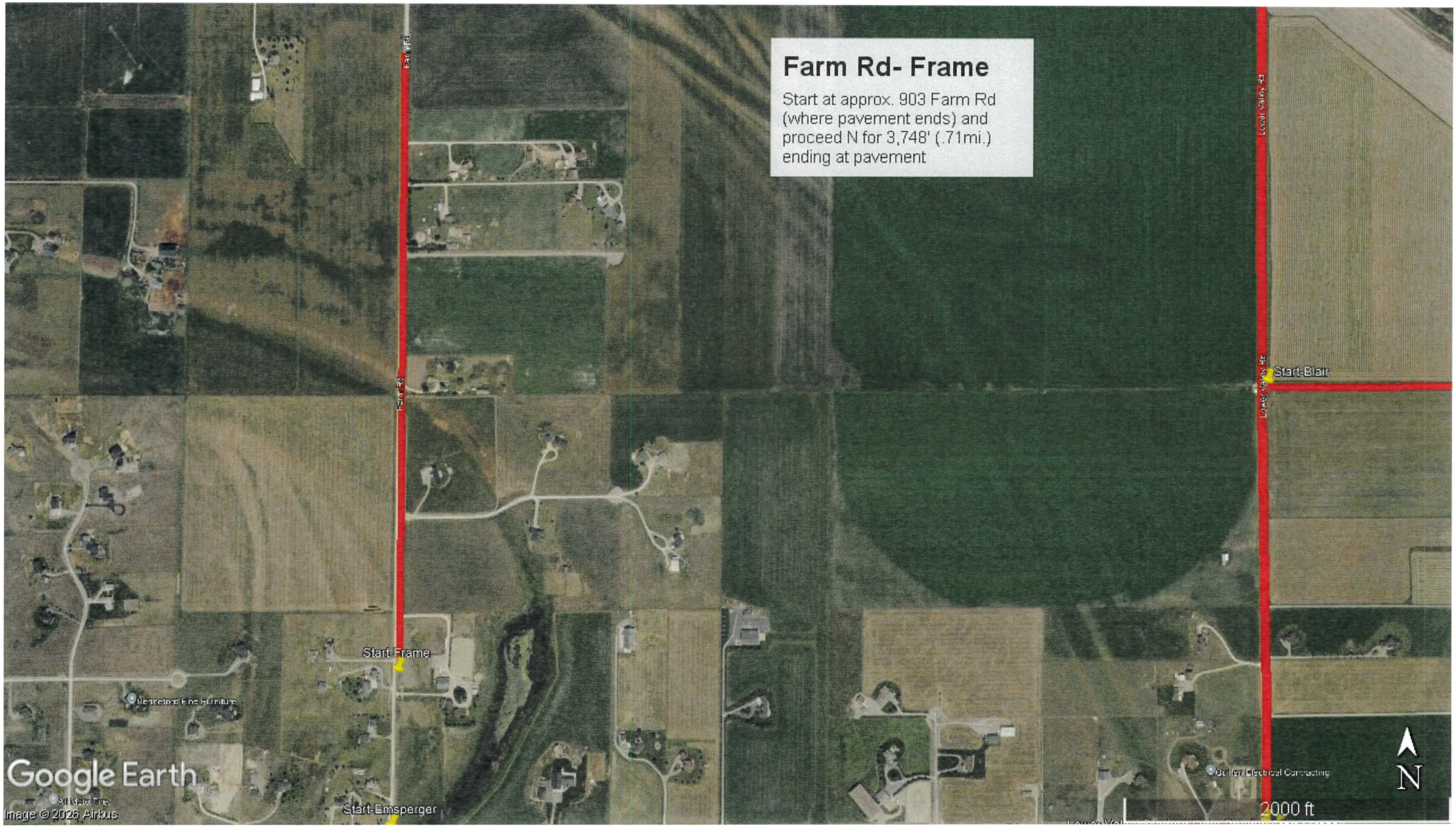

Fairview Cemetery Rd - Babcock
Start at Int of Sullivan Xrd & Fairview Cemetery Rd Proceed S for 2,640' (.5mi.)
Start - Babcock
Start - Showalter
Sullivan Crossroad
Sullivan Crossroad
The Come Alive Approach
Fairview Cemetery Rd
Fairview Cemetery Rd
Fairview Cemetery Rd
Middle Rd
Middle Rd
Middle Rd
Columbia Falls Stage Rd
Columbia Falls Stage Rd
Hahn's Sporting Goods
Superior Satellite Engineers
Big Sky Commercial Cleaning & Auto Detail
Google Earth
Image © 2025 Airbus
N
2000 ft


Fairview Crossroad -
Larson
Start at Middle Rd intersection and Proceed E to
Hwy 206 5121' (.97mi.)
Larson start
Fairview Crossroad
Google Earth
3000 ft
N


Farm Rd-Abel
Start at Hwy 82 and proceed N for 5280' (1mi.)
Farm Rd Gates
Start Abel
Google Earth
3000 ft
N

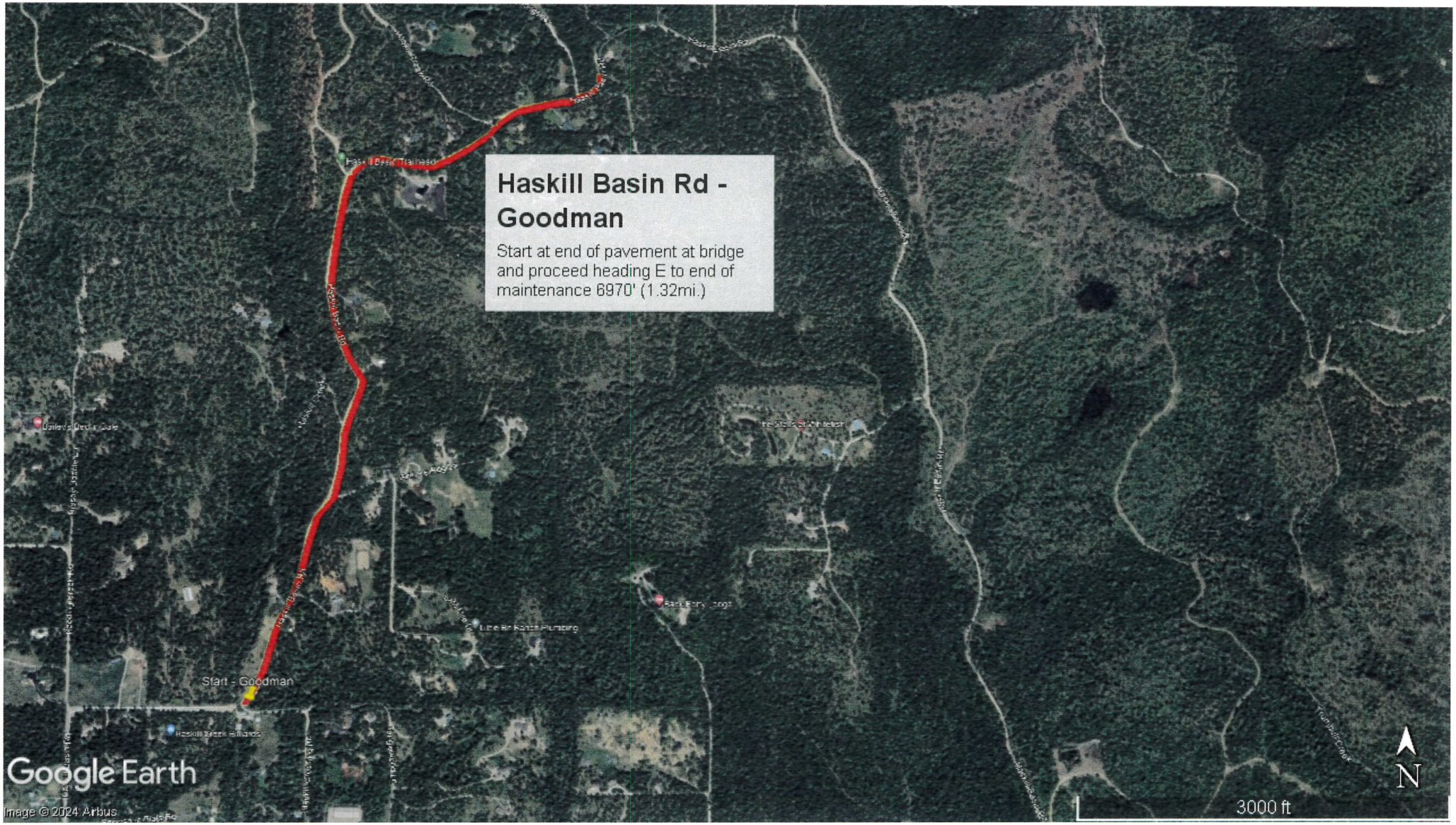

Farm Rd - Posey
Start at Abel's stop (1mi from Hwy 82 Int) and proceed N to Int of Goose Ln 1,687' (.32mi.)
Start - Gates
Start - Posey
Farm Rd
Goose Ln
Blue Sky Ln
Sky Pr Dr
Abel Ranch Airport 17MT
N
1000 ft
Google Earth
Image © 2025 Airbus


Farm Rd - Gates
Start at Posey's stop (at Goose Ln Int) and proceed N for 2,640' (.5mi.)
Manning Rd
Manning Rd
silo-house.com
Pheasant Haven Dr
Flathead Lake Sky Ranch-M195
Farm Rd
Farmland Acres Dr
Larc Enterprises
Farm Rd
Start - Gates
Google Earth
Image © 2025 Airbus
N
2000 ft


Farm Rd- Frame
Start at approx. 903 Farm Rd (where pavement ends) and proceed N for 3,748' (.71mi.) ending at pavement
Start-Blair
Start-Frame
Start-Emsperger
Google Earth
Image © 2026 Airbus
2000 ft
N


Fern Lane-Smith
Start at end of pavement at Hwy 209 and proceed N to end of road 3960' (.75mi.)
Ferndale Airfield
Fern Ln
Start-Smith
Ferndale Market
209
209
209
A Bar, Montana
Google Earth
3000 ft
N


Flathead Rd - Olson
Start at Int of Hungry Horse Blvd & Flathead Rd proceed S to 1st Ave S, continue W on 1st Ave S to pavement 531' (.101mi.)
Start - Olson
Flathead Rd
1st Ave N
1st Ave N
Nain St
1st St E
Alpha Rd
Beta Rd
Beta Rd
Hwy 2 E
Smoke Up
Canyon Rd
Mountain Dr
1st Ave S
Butte St
Colorado Blvd
Wyoming St
Montana St
Covenant Seventh Day Baptist
Hungry Horse/Glacier View/Spotted Bear Ranger....
2nd Ave S
Google Earth
700 ft
N

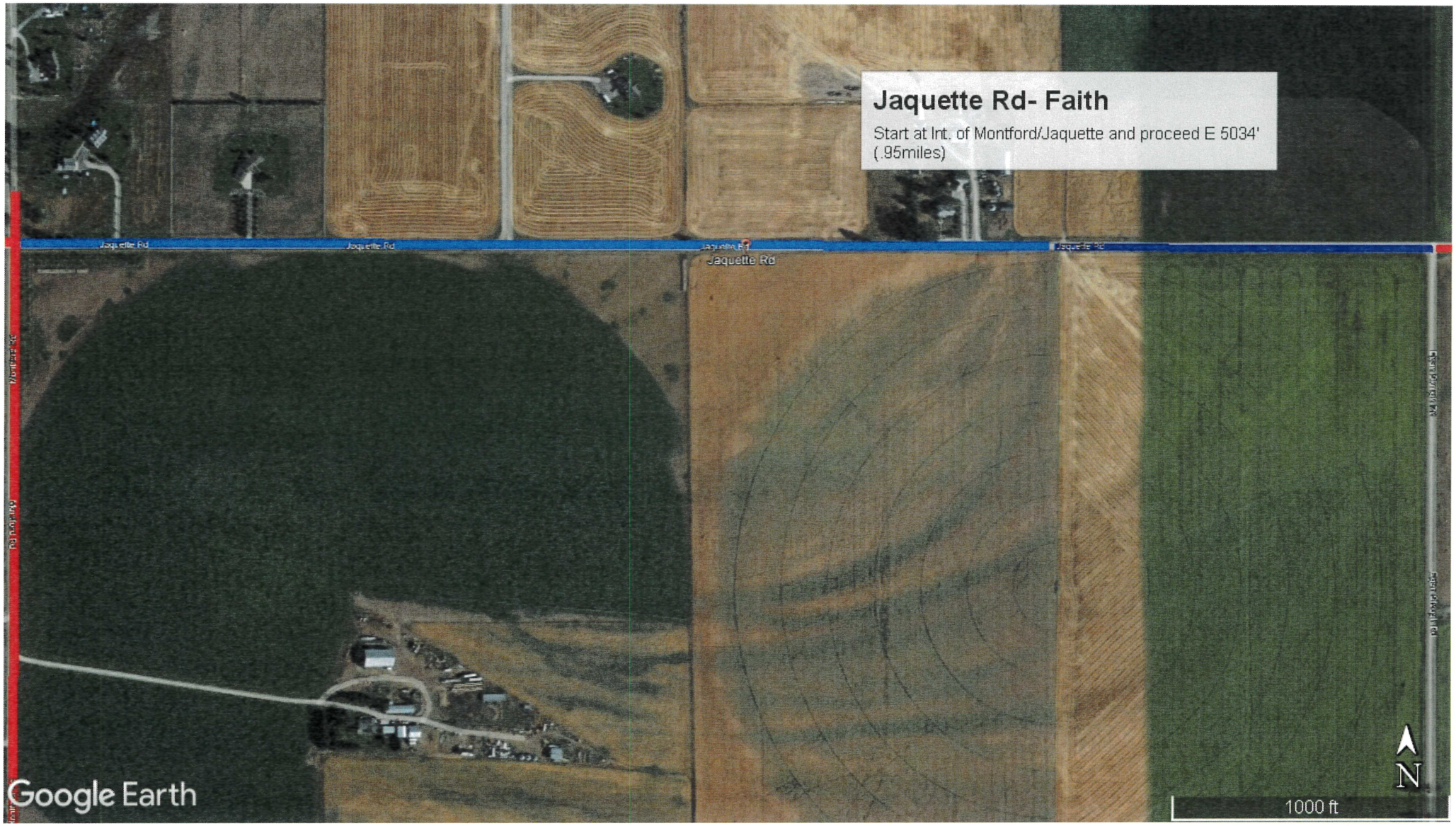

Haskill Basin Rd - Goodman
Start at end of pavement at bridge and proceed heading E to end of maintenance 6970' (1.32mi.)
Start - Goodman
Google Earth
Image © 2024 Airbus
3000 ft
N

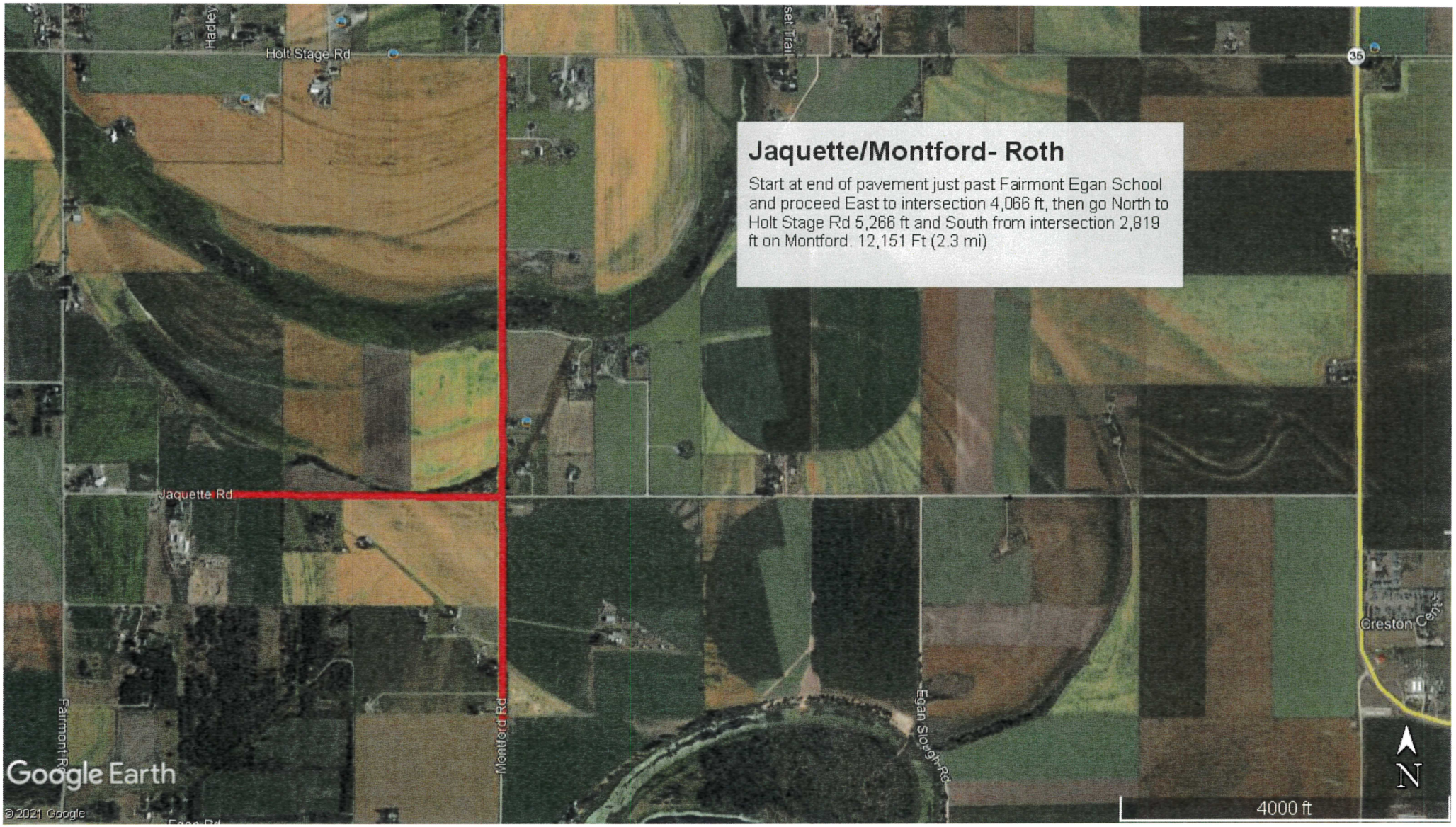

Haywire Gulch-Tiegs
Start at end of pavement and proceed to the Y 3940' (.75mi.)
Lonesome Dove Guest Ranch
Start-Tiegs
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Haywire Gulch
Google Earth
N
2000 ft


Highline Blvd-Bengtson
Start at end of pavement just past Glacier Ridge Inter. and proceed to end of road 1281' (.25mi.)
Highline Blvd-Bengtson
Highline Blvd
Highline Blvd
2
Google Earth
© 2021 Google
N
1000 ft

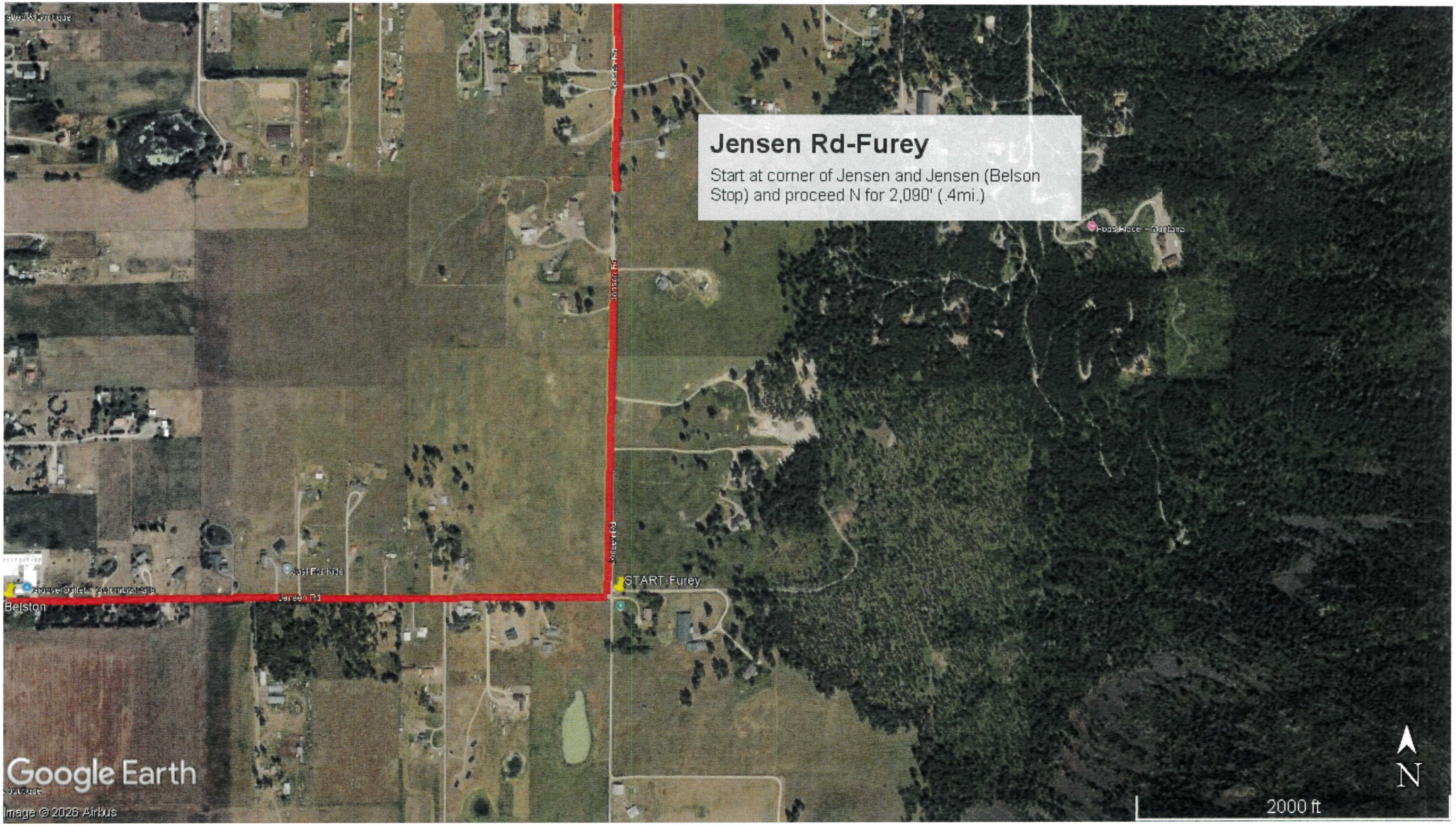

Hughes Bay Rd-Swenson
Start at Int. of Lutheran Camp Rd and proceed S for 4,920' (.93mi.)
Start Point
681 Hughes Bay Rd
Deep Bay
Great view
Google Earth
Image © 2026 Airbus
2000 ft
N


Jaquette Rd-Davis
Start at Hwy 35 Int. and proceed W for 4235' (.81mi.)
Start-Davis
Jaquette Rd
Jaquette Rd
Jaquette Rd
Jaquette Rd
Google Earth
Image © 2026 Airbus
1000 ft
N


Jaquette Rd- Faith
Start at Int. of Montford/Jaquette and proceed E 5034' (.95miles)
Jaquette Rd
Google Earth
N
1000 ft


Jaquette/Montford- Roth
Start at end of pavement just past Fairmont Egan School and proceed East to intersection 4,066 ft, then go North to Holt Stage Rd 5,266 ft and South from intersection 2,819 ft on Montford. 12,151 Ft (2.3 mi)
Holt Stage Rd
Hadley
Jaquette Rd
Montford Rd
Fairmont Rd
Egan Slough Rd
Creston Cem
35
Google Earth
© 2021 Google
4000 ft
N


Jensen Rd-
Belston
Start at end of pavement on
Jensen Rd +Hwy 206 Int. and
proceed E 3696'
(.70mi.)
Start - Zoyagelskiy
Jensen Rd
Google Earth
Image © 2025 Airbus
2000 ft
N

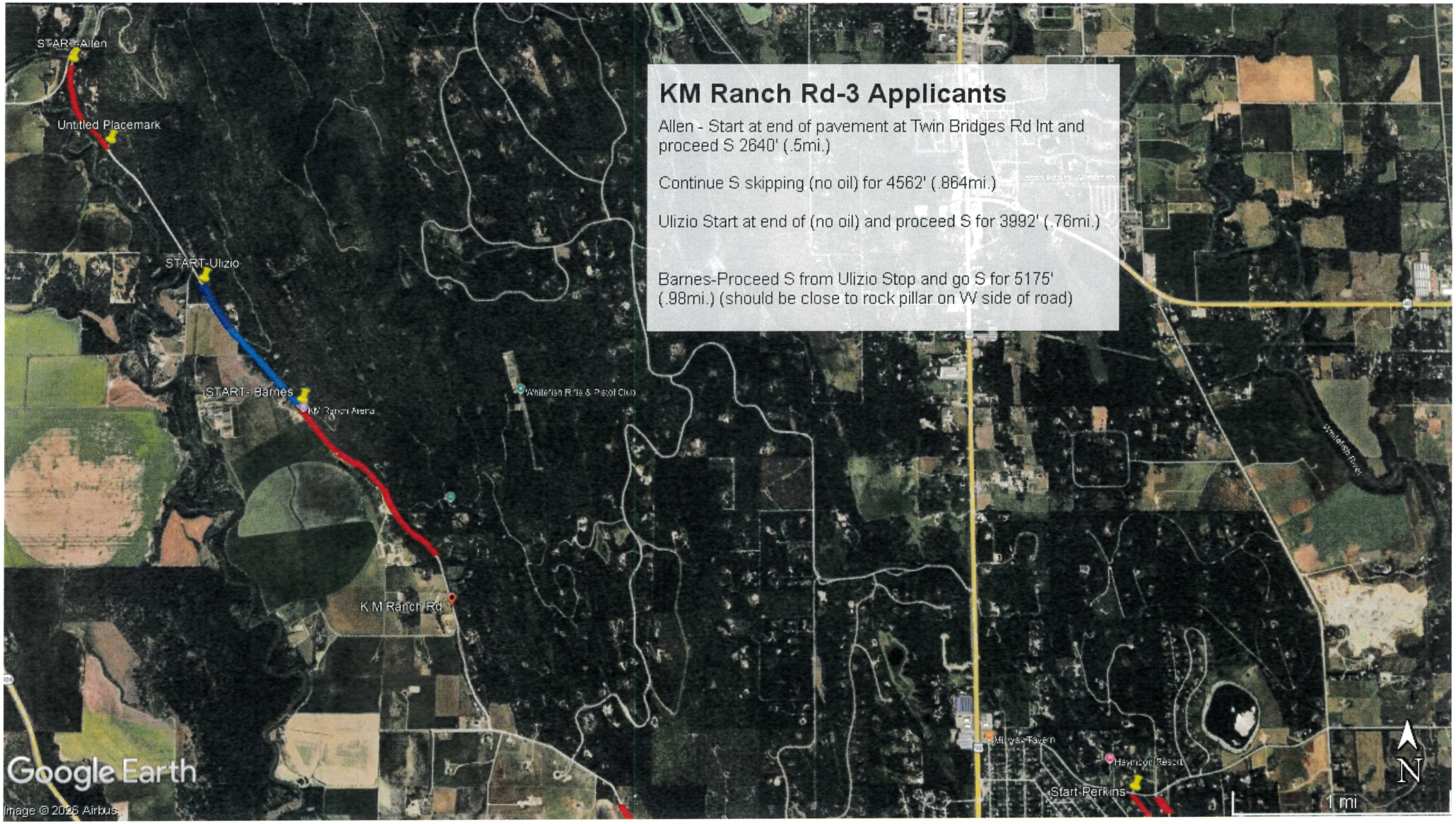

Jensen Rd-Furey
Start at corner of Jensen and Jensen (Belson Stop) and proceed N for 2,090' (.4mi.)
START Furey
Belston
Jensen Rd
Google Earth
Image © 2026 Airbus
2000 ft
N

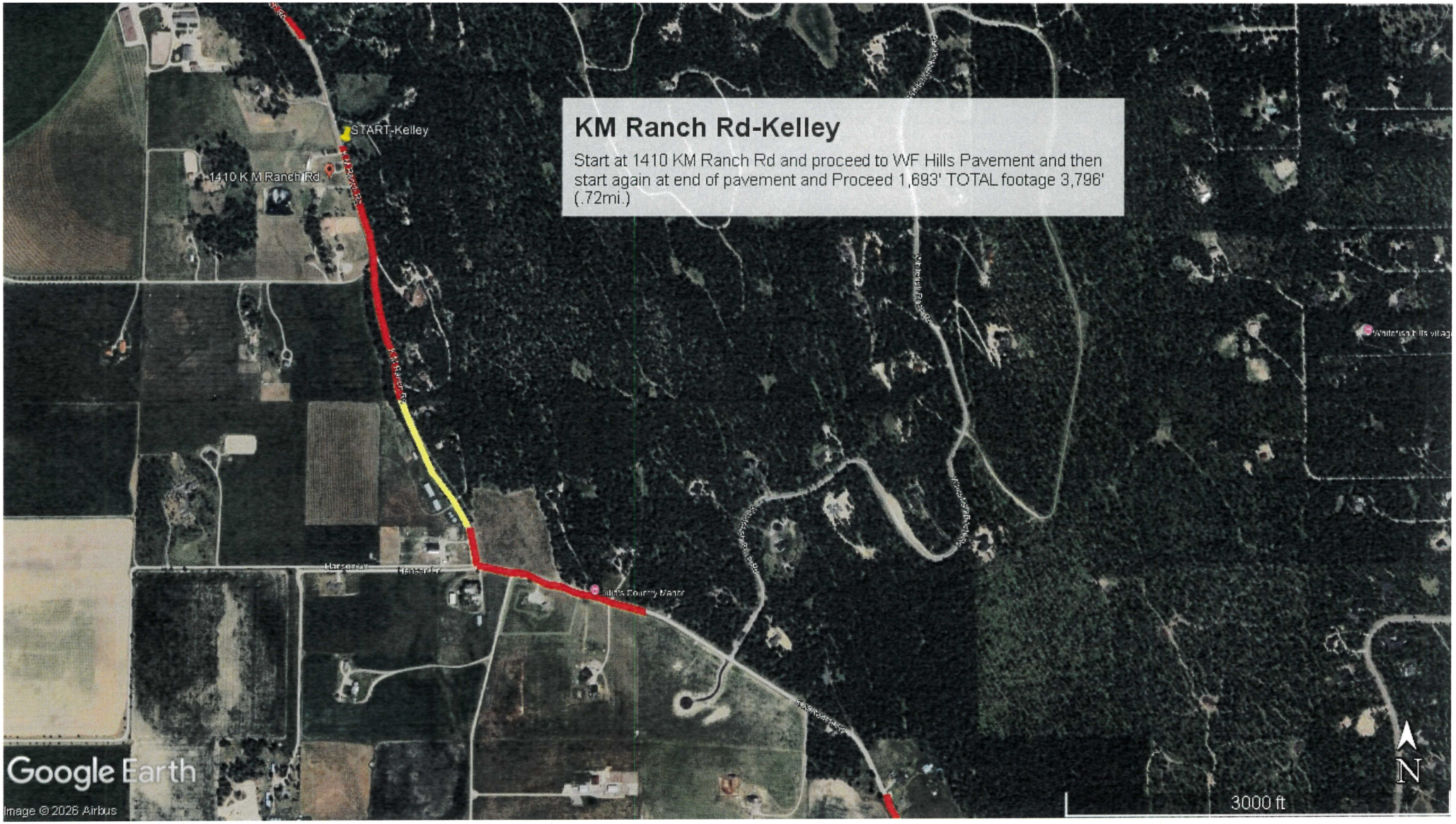

Jensen Rd
Start Point
Start-Anders
Jensen Rd-Anders
Start at Int of Jensen and Kelley Rd and proceed S for 1400' (.27mi.)
Start - Zoyagelsky
START-Fisher
Start Point
Start Point
Google Earth
Image Landsat / Copernicus
N
1 mi

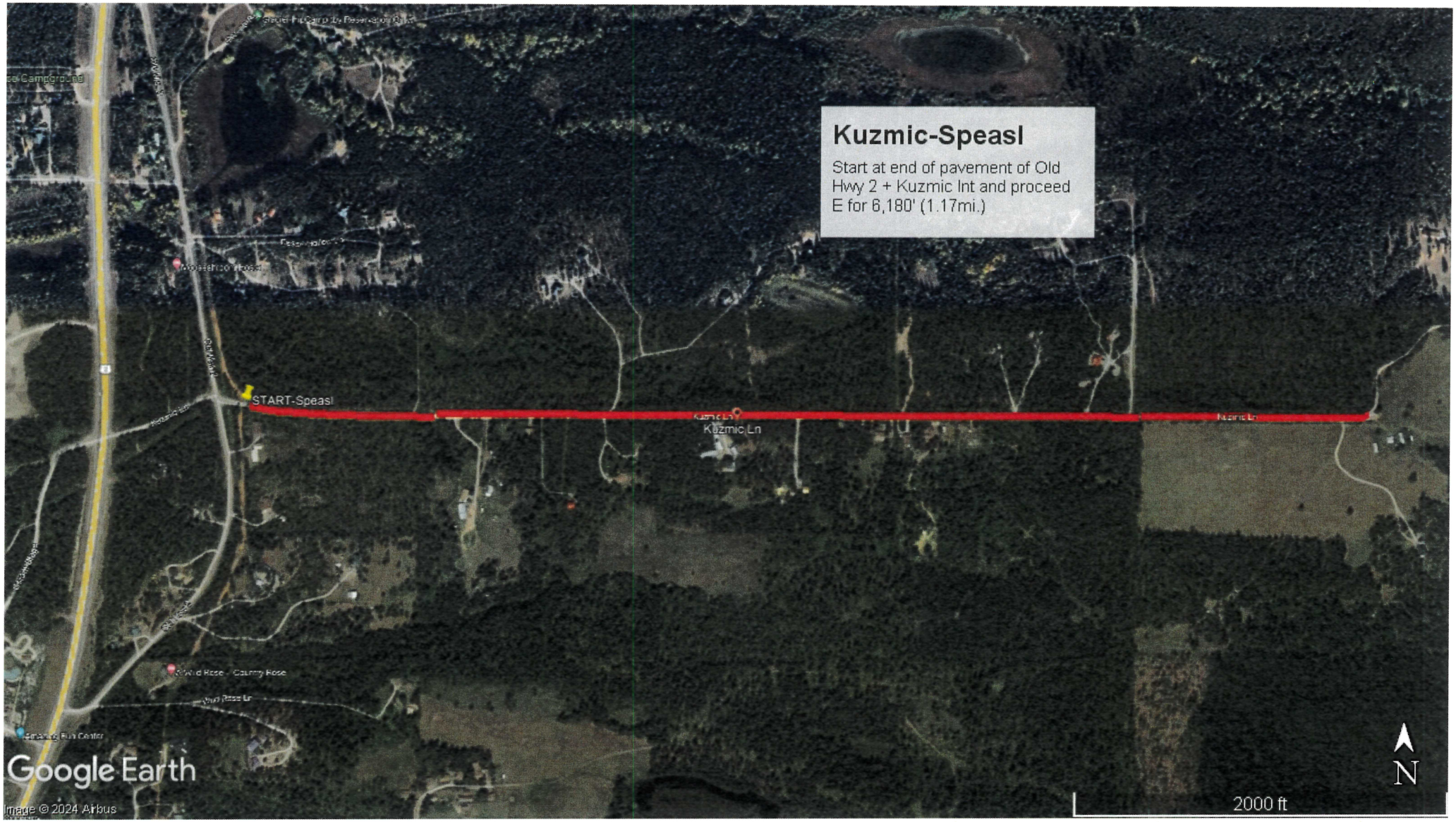

Jensen Road-Trueblood
Start at intersection with Kelley Rd and go North to end of pavement 5,117' (.97 mi)
Jensen Rd
Vista Bonita Dr
Jensen Rd
Jensen Rd
Start Point
Bad Rock Betty Antiques & Collectibles
Kelley Rd
Kelley Rd
Tempcopy St
Google Earth
N
2000 ft


Juanita Way/Dale Dr-Lehman
Start at end of pavement on Juanita and proceed W and then go N on Dale Dr -for the whole loop 2700' (.51 mi.)
Dale Dr
Start-Lehman
Juanita Way
Google Earth
Image © 2024 Airbus
N
1000 ft

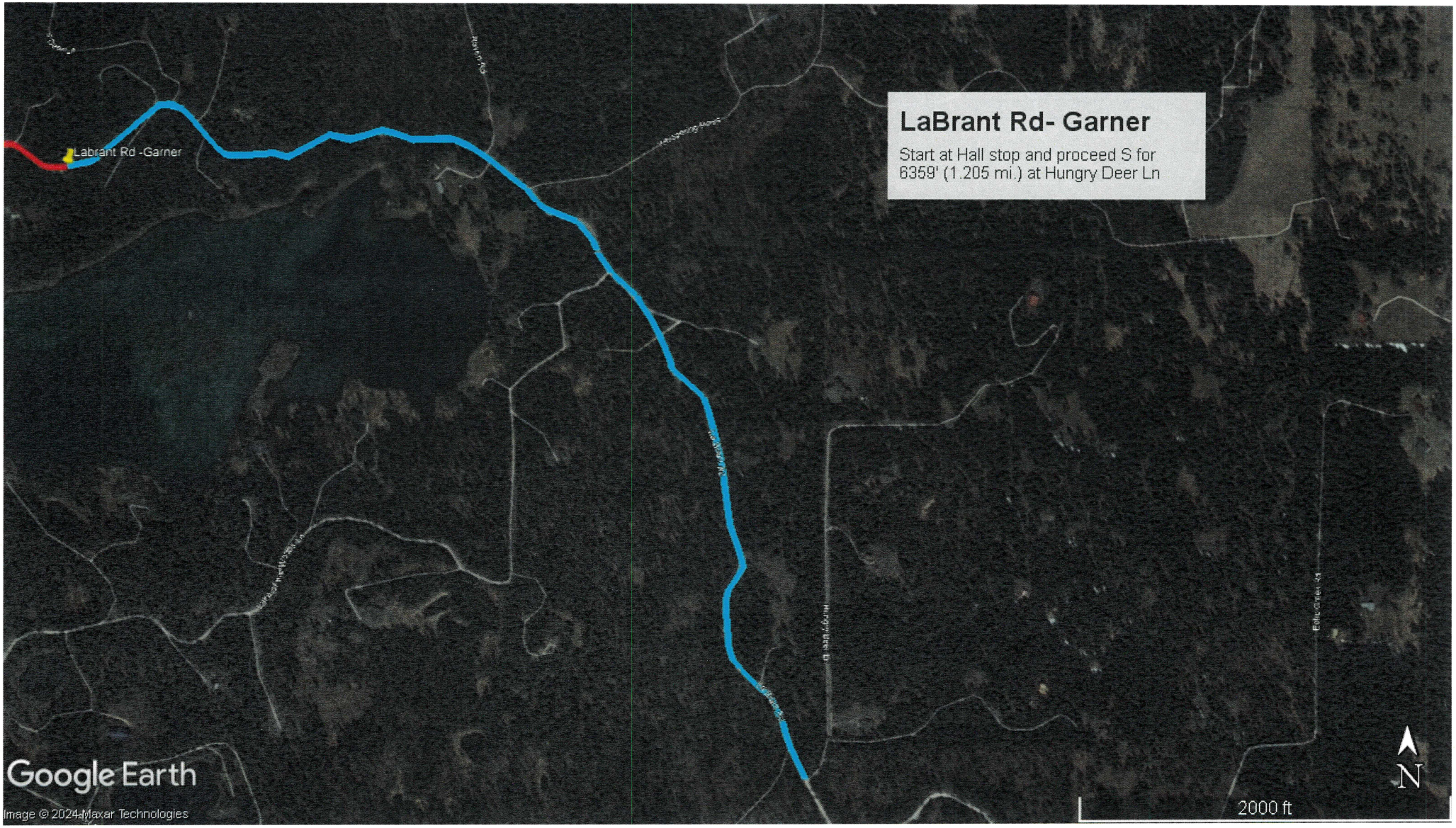

Kinshella Rd-Giffin
Start at Int. of Kinshella + Fairmont Rd and proceed W 4300' (.82mi.)
Kinshella Rd
Start Giffin
Google Earth
2000 ft
N


KM Ranch Rd-3 Applicants
Allen - Start at end of pavement at Twin Bridges Rd Int and proceed S 2640' (.5mi.)
Continue S skipping (no oil) for 4562' (.864mi.)
Ulizio Start at end of (no oil) and proceed S for 3992' (.76mi.)
Barnes-Proceed S from Ulizio Stop and go S for 5175' (.98mi.) (should be close to rock pillar on W side of road)
START-Allen
Untitled Placemark
START-Ulizio
START- Barnes
KM Ranch Arena
Whitefish Rifle & Pistol Club
KM Ranch Rd
Start-Perkins
Google Earth
Image © 2026 Airbus
1 mi
N

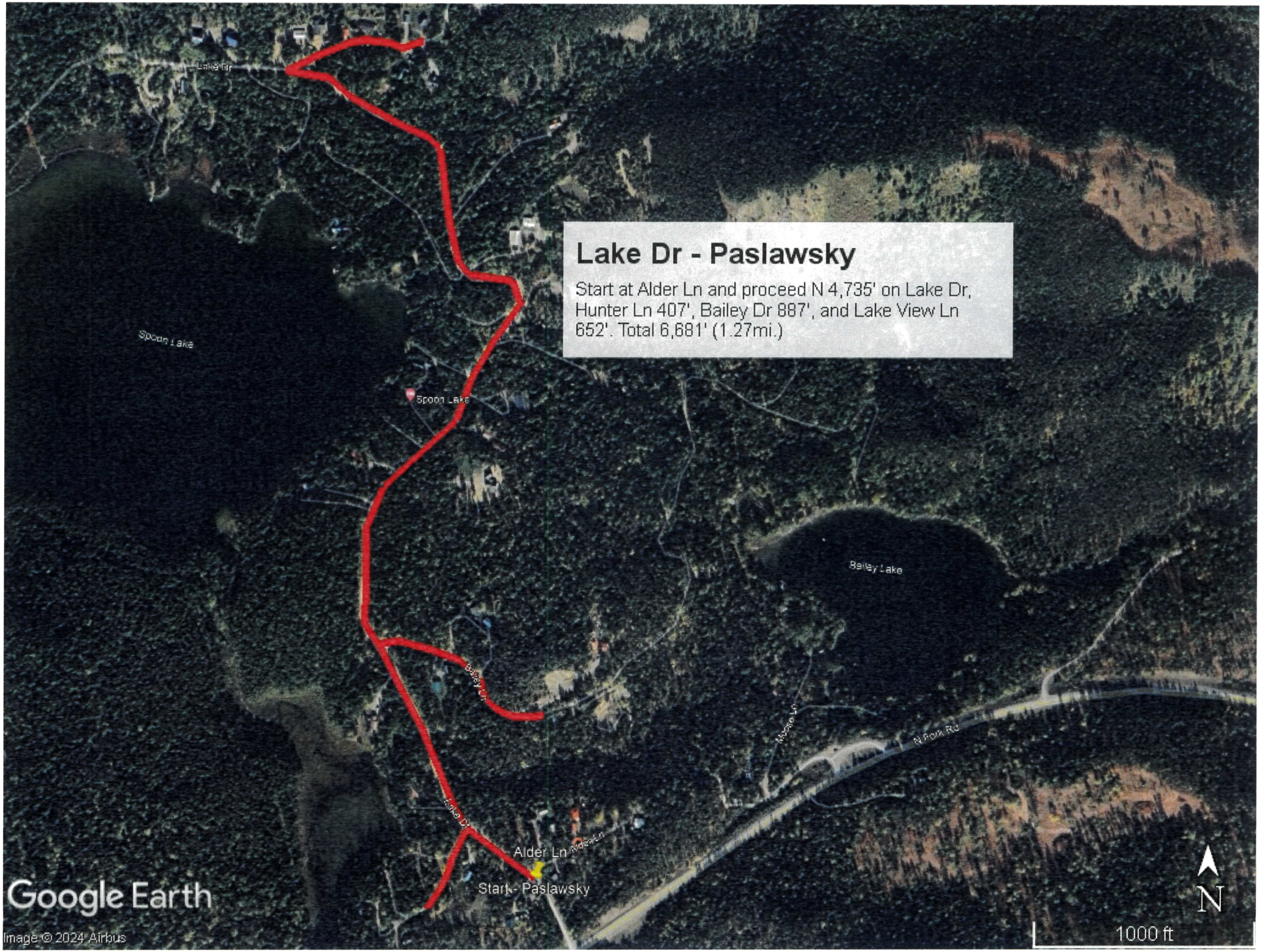

KM Ranch Rd-Kelley
Start at 1410 KM Ranch Rd and proceed to WF Hills Pavement and then start again at end of pavement and Proceed 1,693' TOTAL footage 3,796' (.72mi.)
START-Kelley
1410 K M Ranch Rd
Google Earth
Image © 2026 Airbus
N
3000 ft

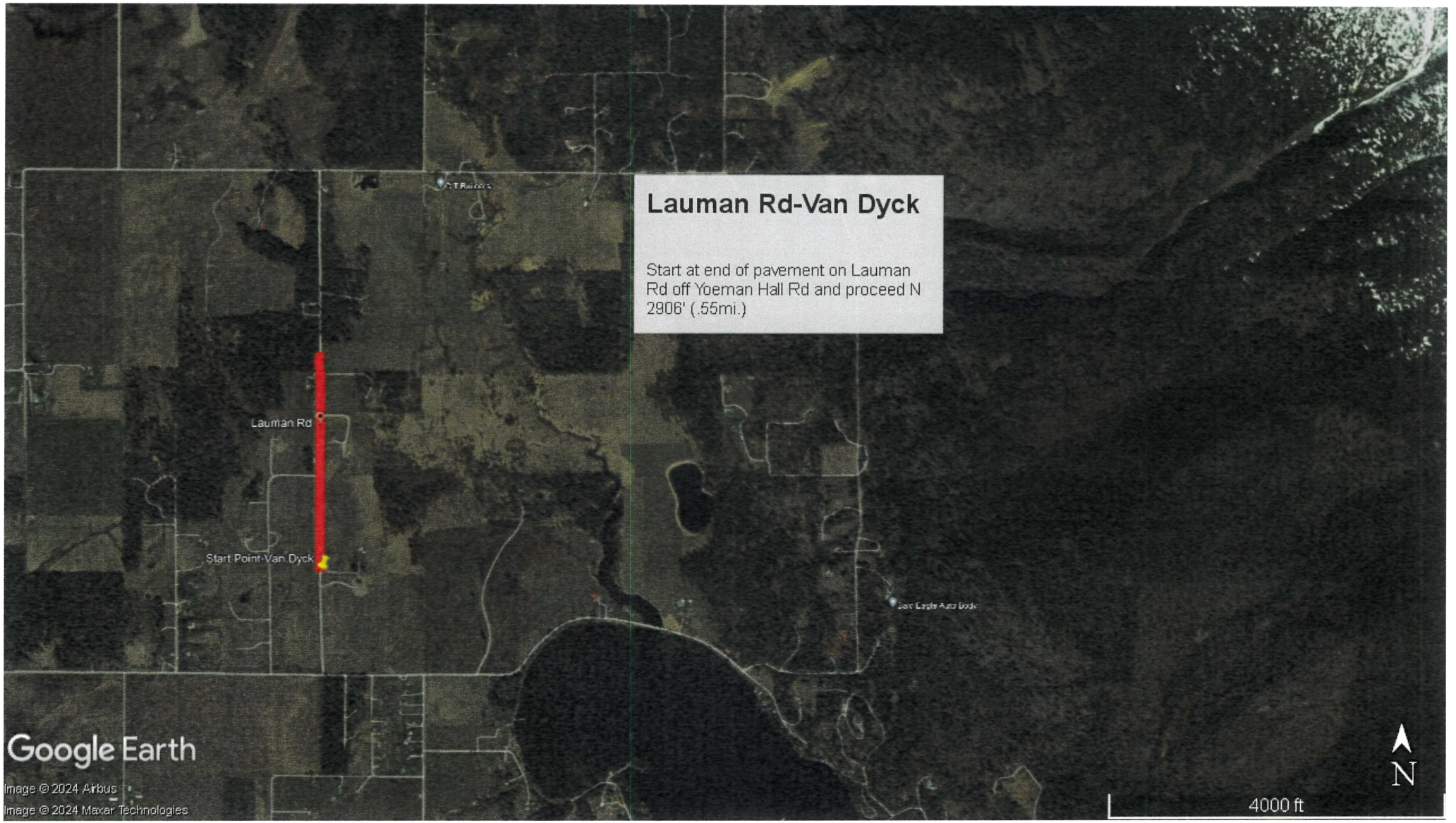

Kuzmic-Speasl
Start at end of pavement of Old Hwy 2 + Kuzmic Int and proceed E for 6,180' (1.17mi.)
START-Speasl
Kuzmic Ln
Kuzmic Ln
Google Earth
Image © 2024 Airbus
2000 ft
N


Labrant Rd-Schlauch
Start at end of pavement on Labrant Rd @ Cosway and proceed S and then N to Int. of Hungry Deer Lane 5280' (1mi.)
Hungry Deer Ln
Labrandt-Schlauch
Google Earth
Image © 2026 Airbus
2000 ft
N


LaBrant Rd- Garner
Start at Hall stop and proceed S for 6359' (1.205 mi.) at Hungry Deer Ln
Labrant Rd -Garner
Google Earth
Image © 2024 Maxar Technologies
2000 ft
N


La Brant Rd-Hall
Start at end of pavement and proceed E for 2640' (1/2 mi)
Graying Lake Number One
La Brant Rd
Start Hall
Lake of the Woods
Whispering Pines
Blue Lake Ln
Google Earth
© 2018 Google
2000 ft
N

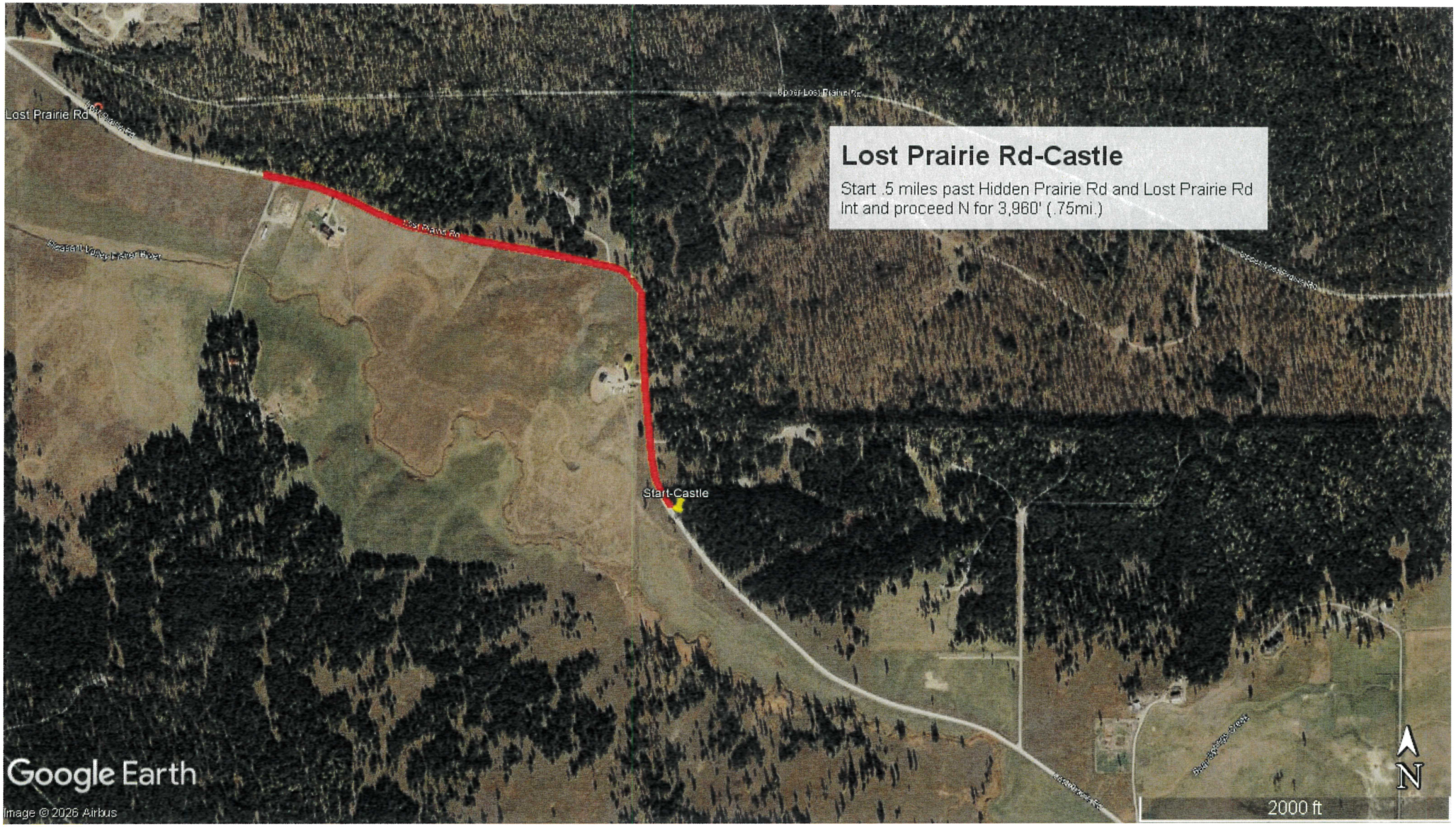

Lake Dr - Paslawsky
Start at Alder Ln and proceed N 4,735' on Lake Dr, Hunter Ln 407', Bailey Dr 887', and Lake View Ln 652'. Total 6,681' (1.27mi.)
Lake Dr
Spoon Lake
Spoon Lake
Bailey Lake
Bailey Dr
Nordic Ln
N Fork Rd
Lake Dr
Alder Ln
Start - Paslawsky
Google Earth
Image © 2024 Airbus
N
1000 ft

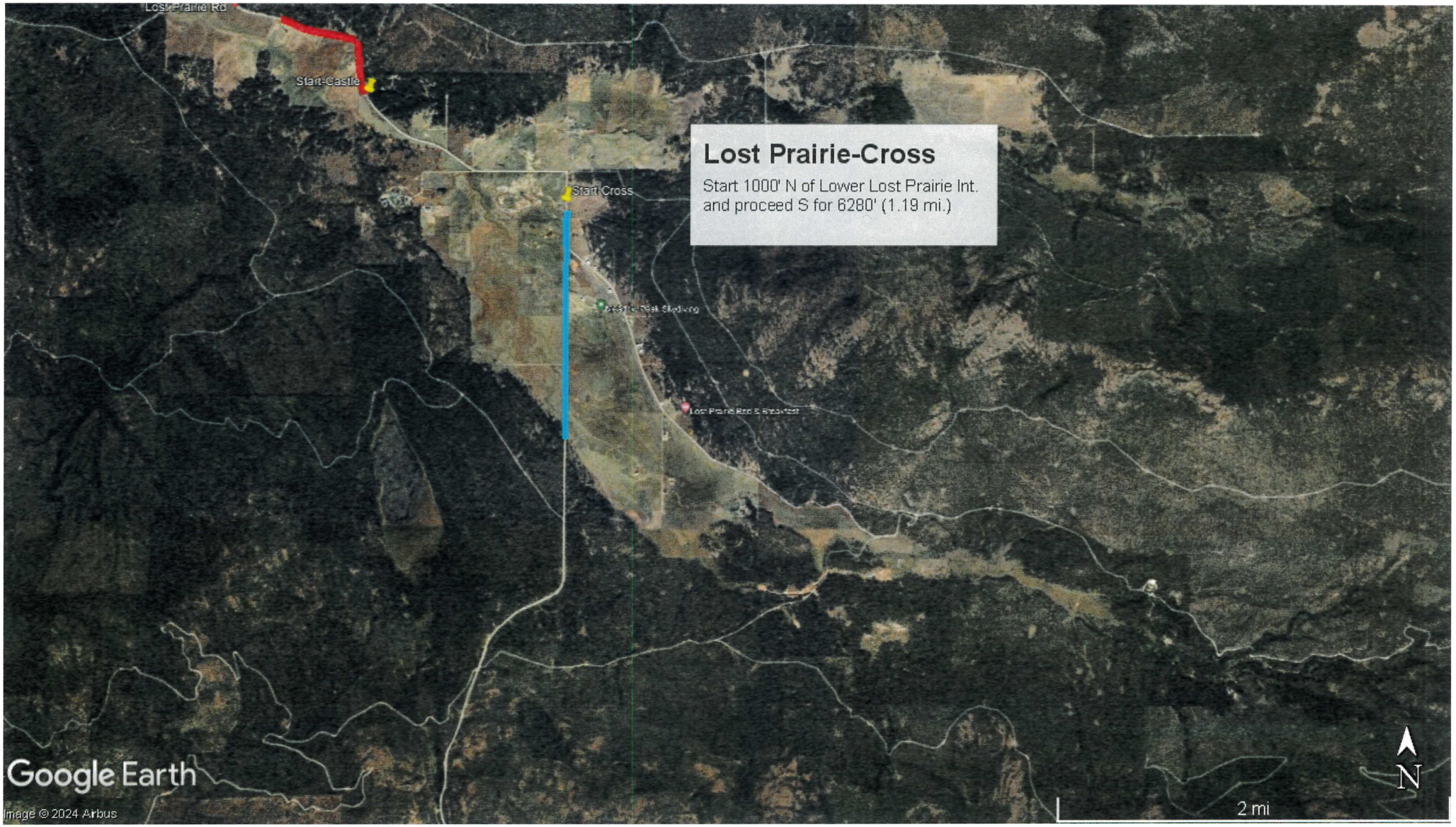

Lauman Rd-Van Dyck
Start at end of pavement on Lauman Rd off Yoeman Hall Rd and proceed N 2906' (.55mi.)
Lauman Rd
Start Point-Van Dyck
Google Earth
Image © 2024 Airbus
Image © 2024 Maxar Technologies
N
4000 ft


Lauman Rd- Cummings
Start at Van Dyck stop and proceed N for 2400' (.4545 mi.)
START- Cummings
Lauman Rd
Google Earth
Image © 2024 Airbus
Image © 2024 Maxar Technologies
N
2000 ft

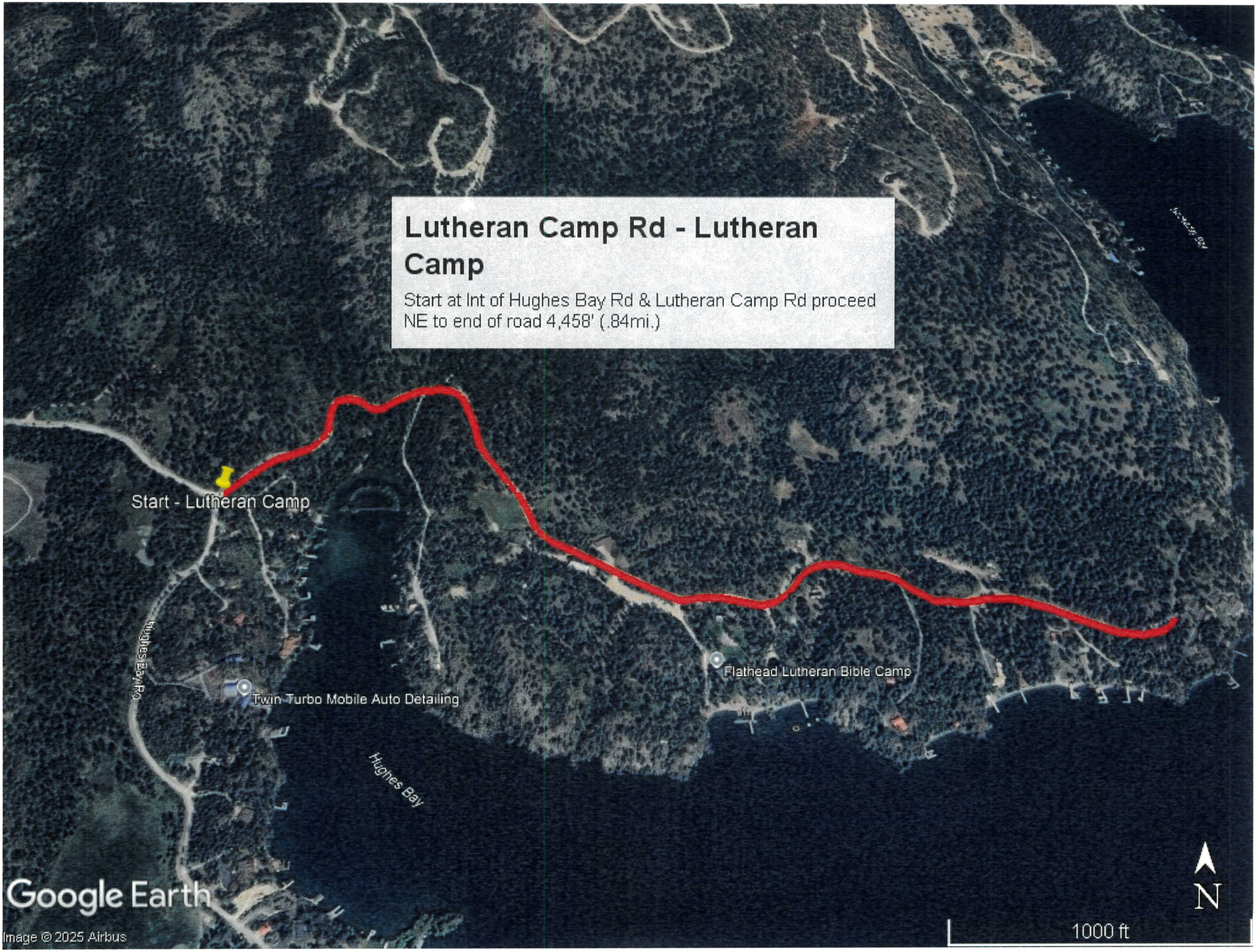

Lewis Ln-Flint
Start at int. with Columbia Falls Stage continue W to end of road 1102' (.21mi)
Lewis Ln
Start Point
Columbia Falls Stage Rd
Bad Rock Dr
Columbia Falls S
Un Rd
Google Earth
© 2018 Google
2000 ft
N

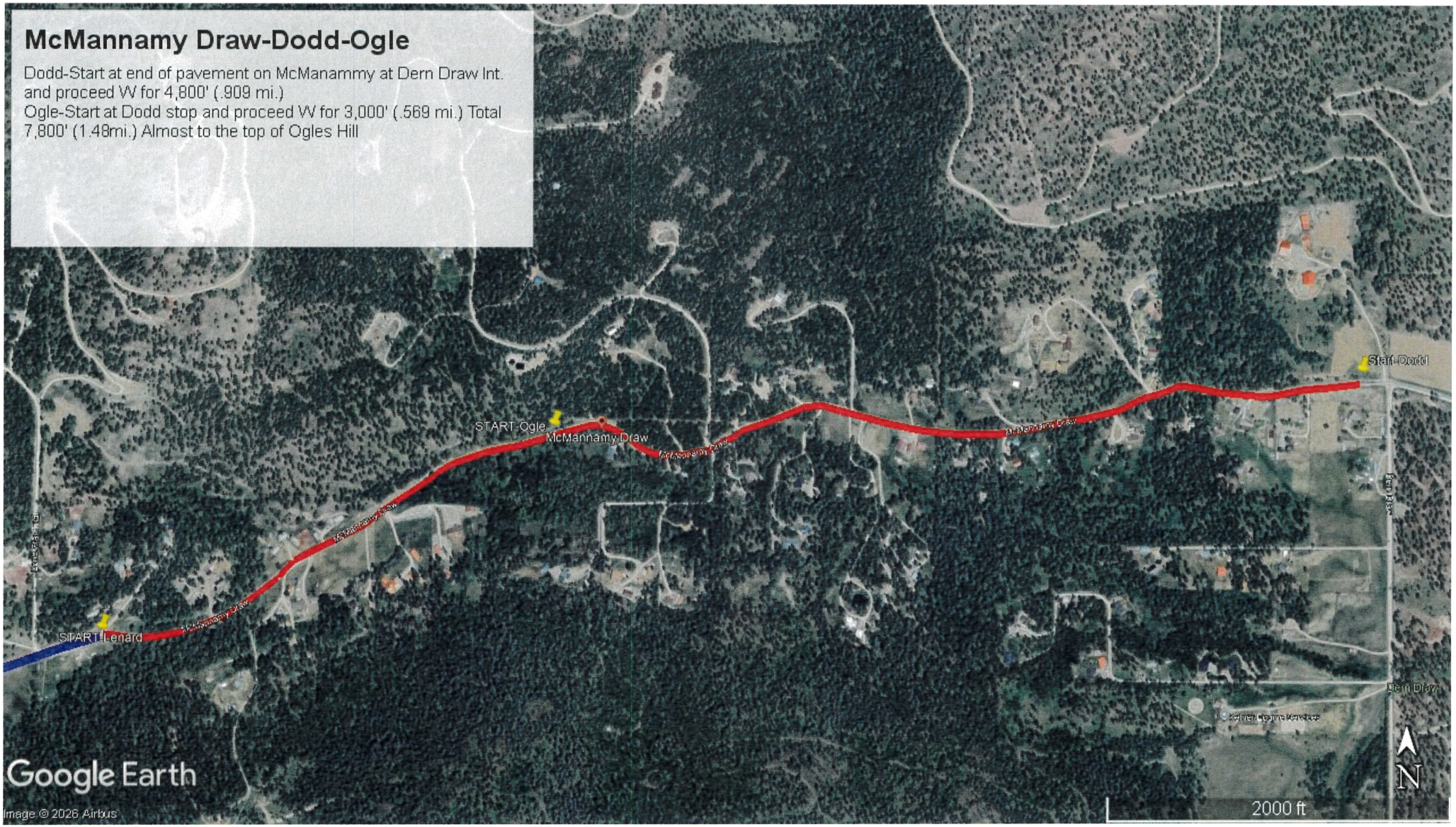

Lindsey Ln-Peters
Start at end of pavement at Hwy 35 & Lindsey Ln and Proceed E for 2,940' (.55mi.)
Untitled Placemark
Start- Peters
Lindsey Ln
Google Earth
Image © 2025 Airbus
N
900 ft

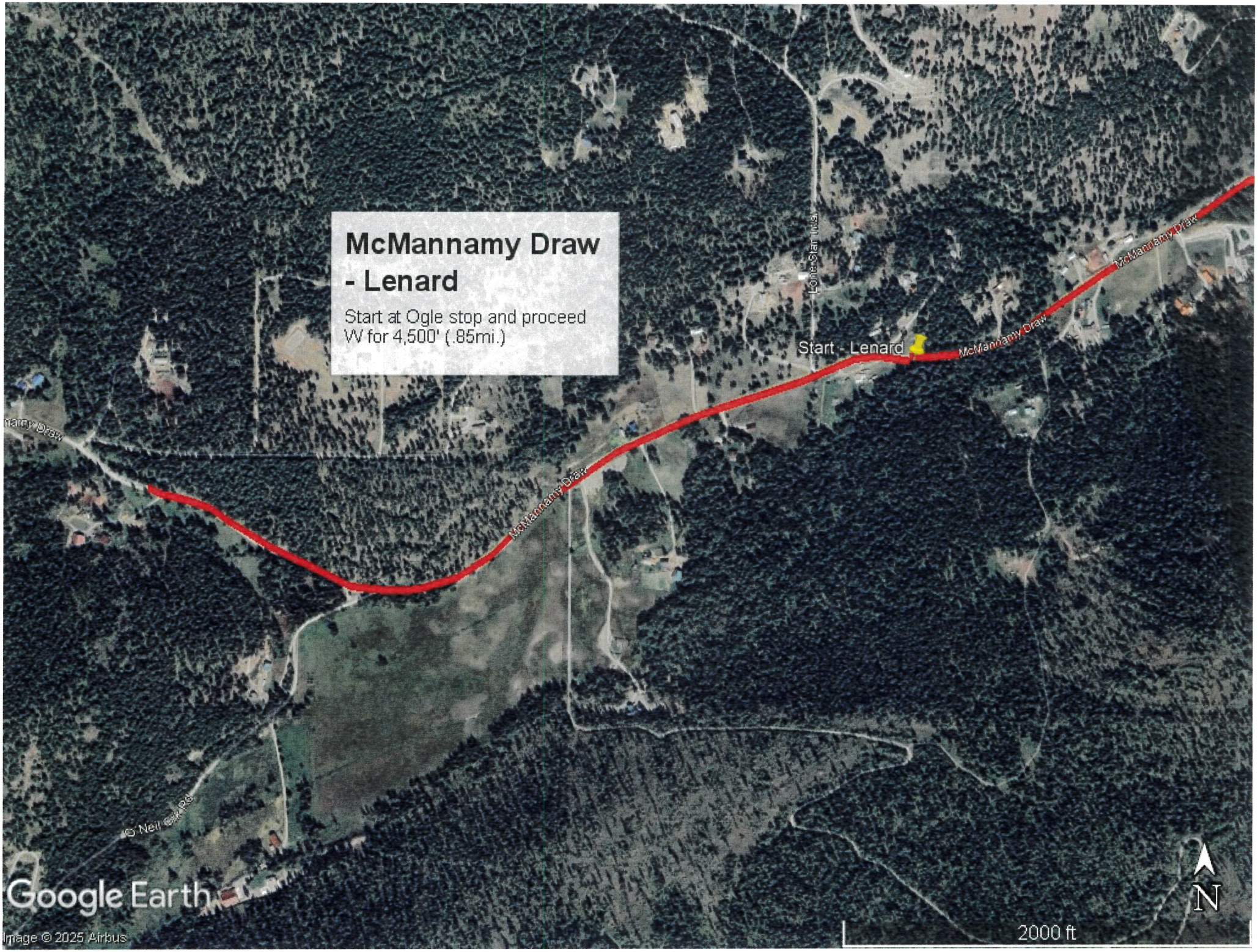

Lost Prairie Rd-Castle
Start .5 miles past Hidden Prairie Rd and Lost Prairie Rd Int and proceed N for 3,960' (.75mi.)
Lost Prairie Rd
Start-Castle
Google Earth
Image © 2026 Airbus
2000 ft
N

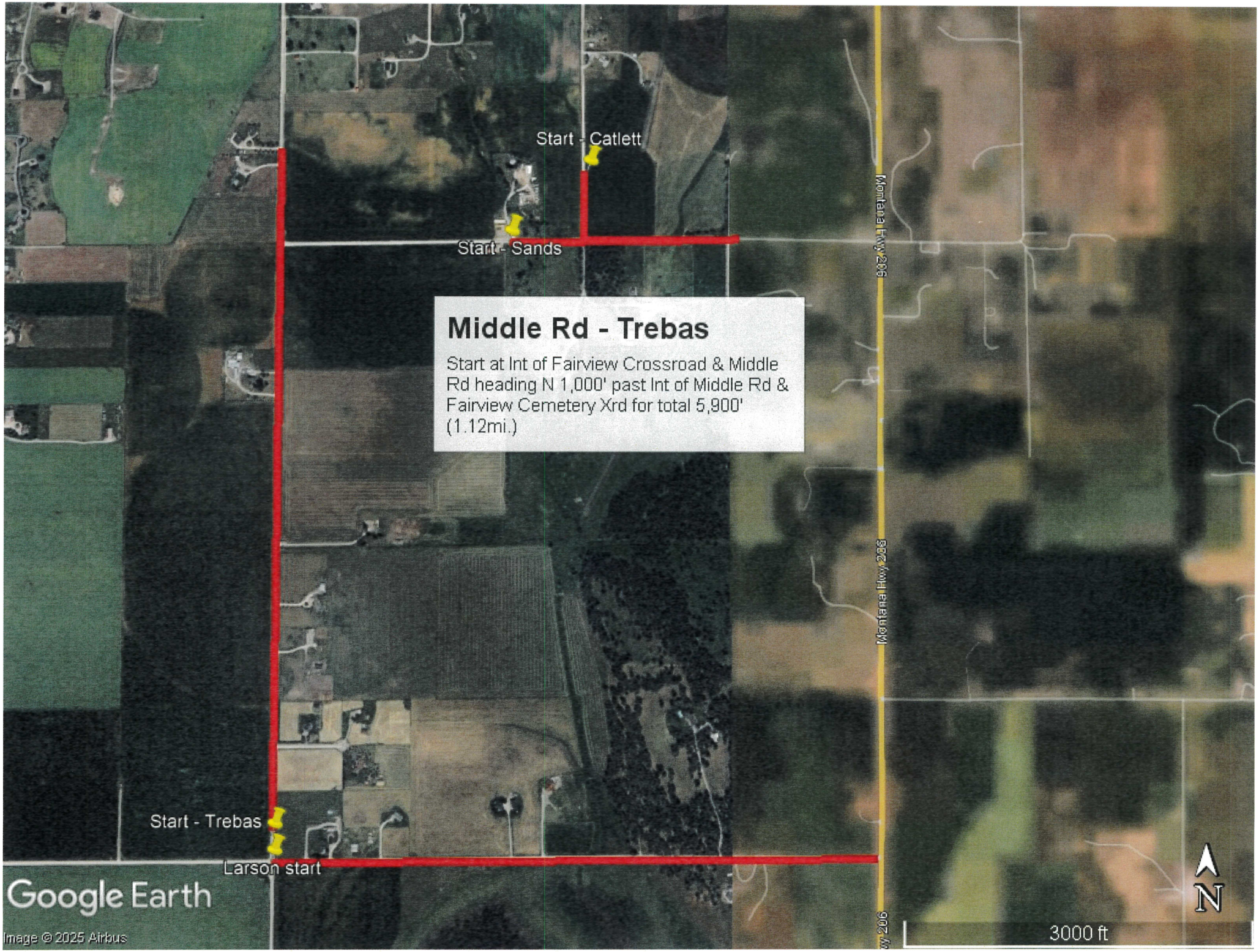

Lost Prairie Rd
Start-Castle
Start-Cross
Lost Prairie-Cross
Start 1000' N of Lower Lost Prairie Int. and proceed S for 6280' (1.19 mi.)
Google Earth
Image © 2024 Airbus
N
2 mi

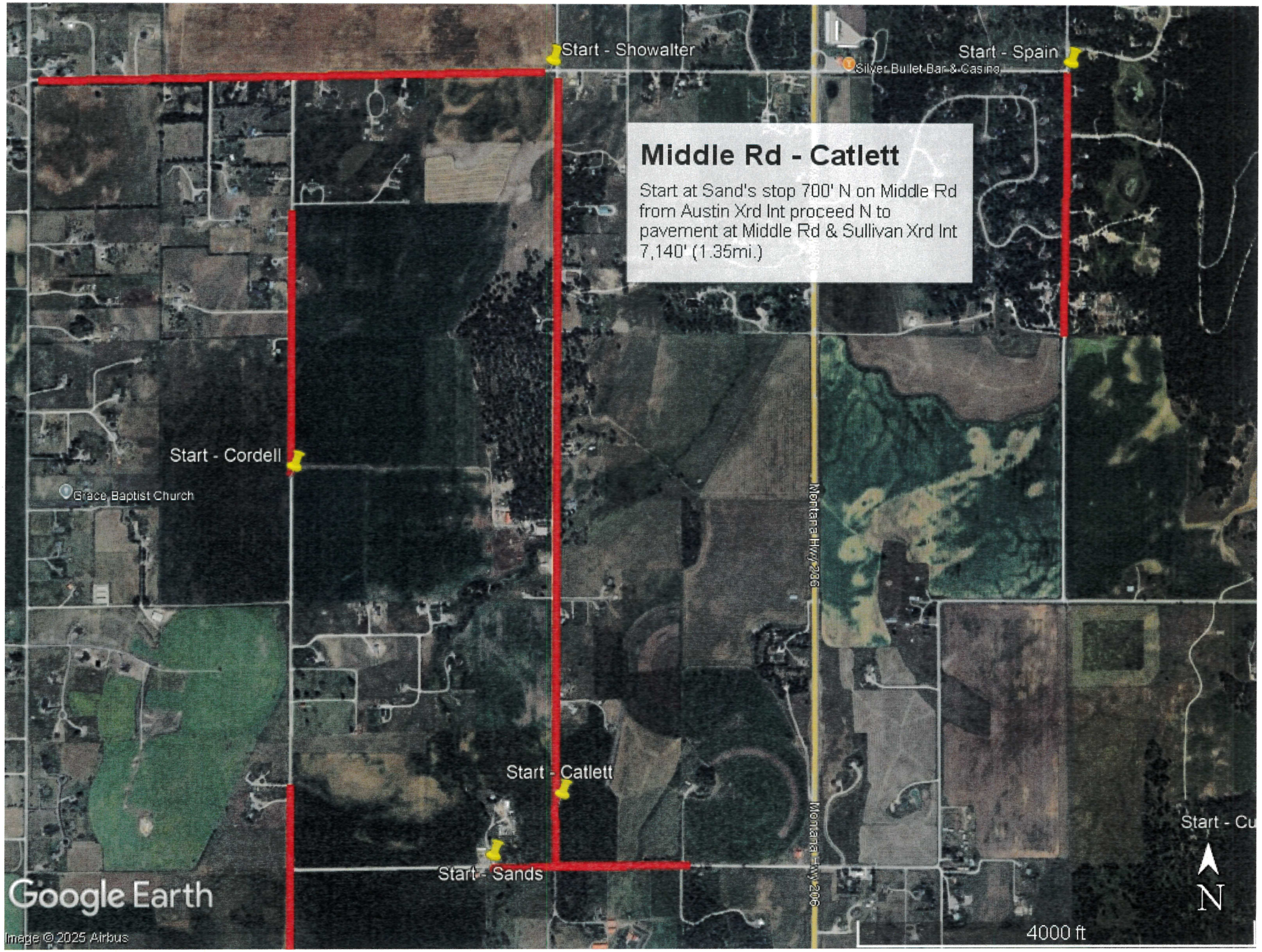

Lost Prairie Rd
Start - Castle
Start - Cross
Lost Prairie Rd - Williamson
Start approx. 850' S of Cross' stop and Proceed S on Lost Prairie Rd for 3,100' (.59mi.)
Lost Prairie Bed & Breakfast
Start - Williamson
Google Earth
Image © 2025 Airbus
N
1 mi

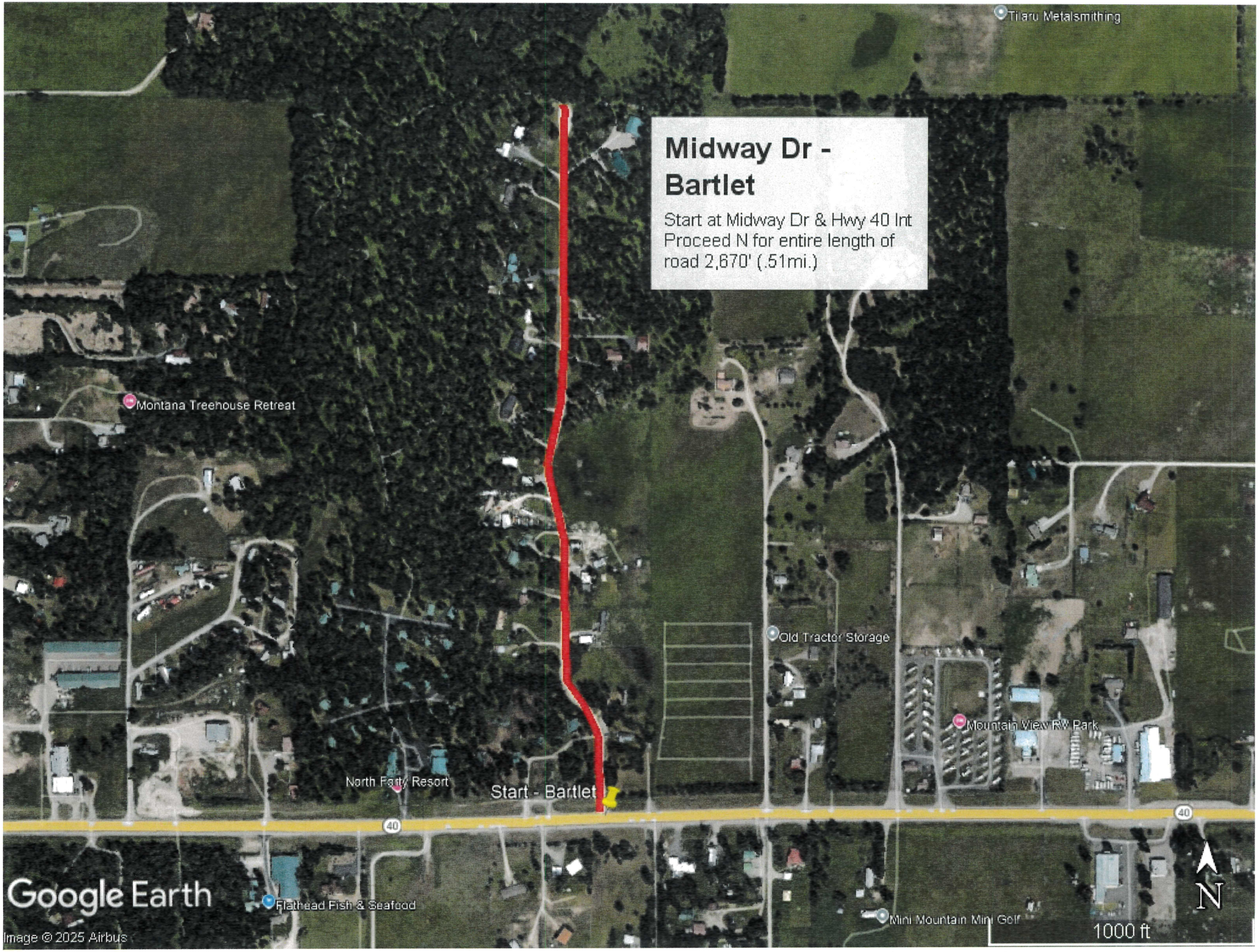

Lutheran Camp Rd - Lutheran Camp
Start at Int of Hughes Bay Rd & Lutheran Camp Rd proceed NE to end of road 4,458' (.84mi.)
Start - Lutheran Camp
Hughes Bay Rd
Twin Turbo Mobile Auto Detailing
Flathead Lutheran Bible Camp
Hughes Bay
Google Earth
Image © 2025 Airbus
N
1000 ft

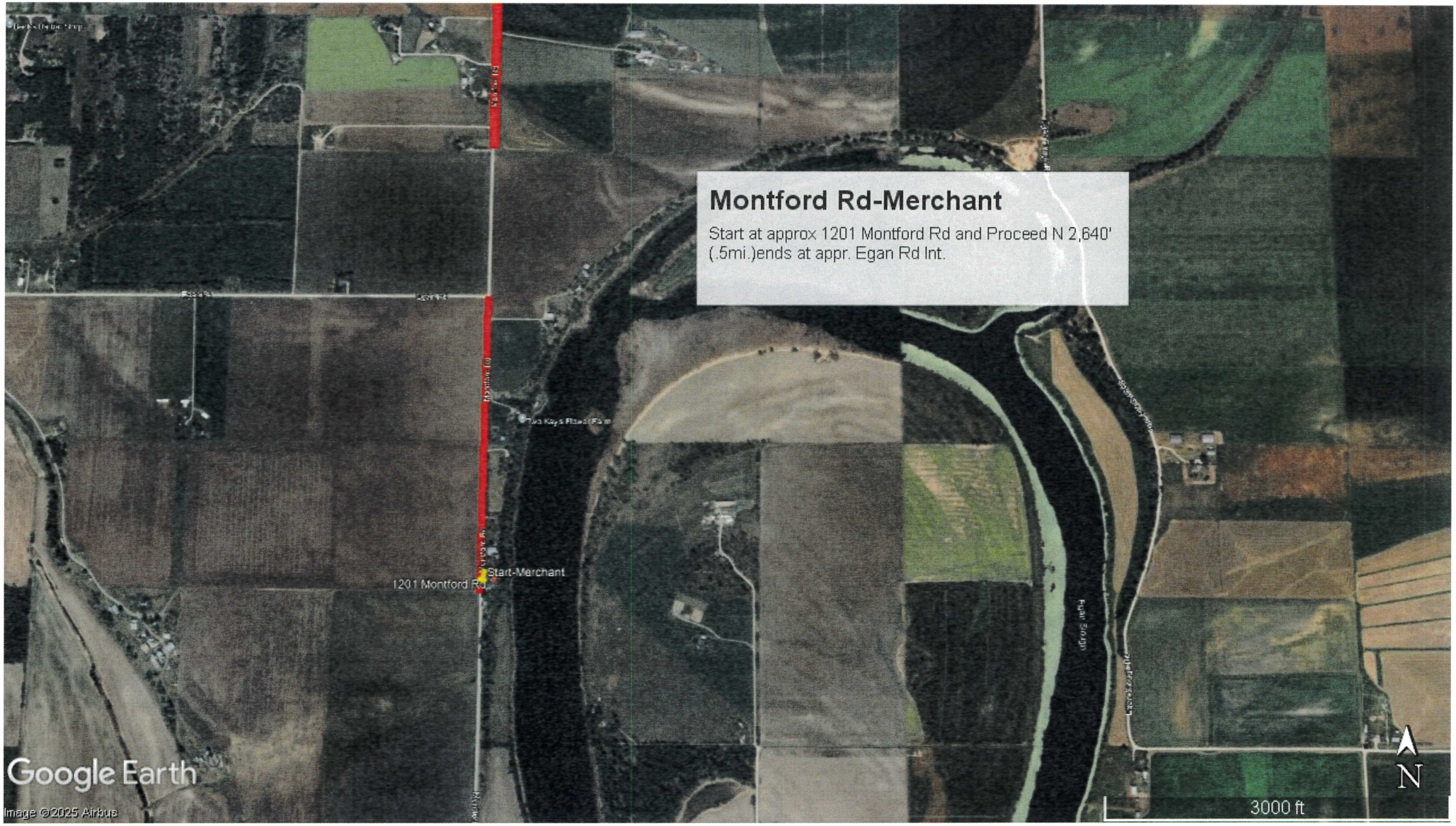

McMannamy Draw-Dodd-Ogle
Dodd-Start at end of pavement on McManammy at Dern Draw Int. and proceed W for 4,800' (.909 mi.)
Ogle-Start at Dodd stop and proceed W for 3,000' (.569 mi.) Total 7,800' (1.48mi.) Almost to the top of Ogles Hill
START-Dodd
START-Ogle
McMannamy Draw
START-Lenard
Google Earth
Image © 2026 Airbus
2000 ft
N


McMannamy Draw
- Lenard
Start at Ogle stop and proceed
W for 4,500' (.85mi.)
Start - Lenard
McMannamy Draw
McMannamy Draw
McMannamy Draw
Lone Star Rd
O'Neil Gin Rd
Google Earth
Image © 2025 Airbus
2000 ft
N

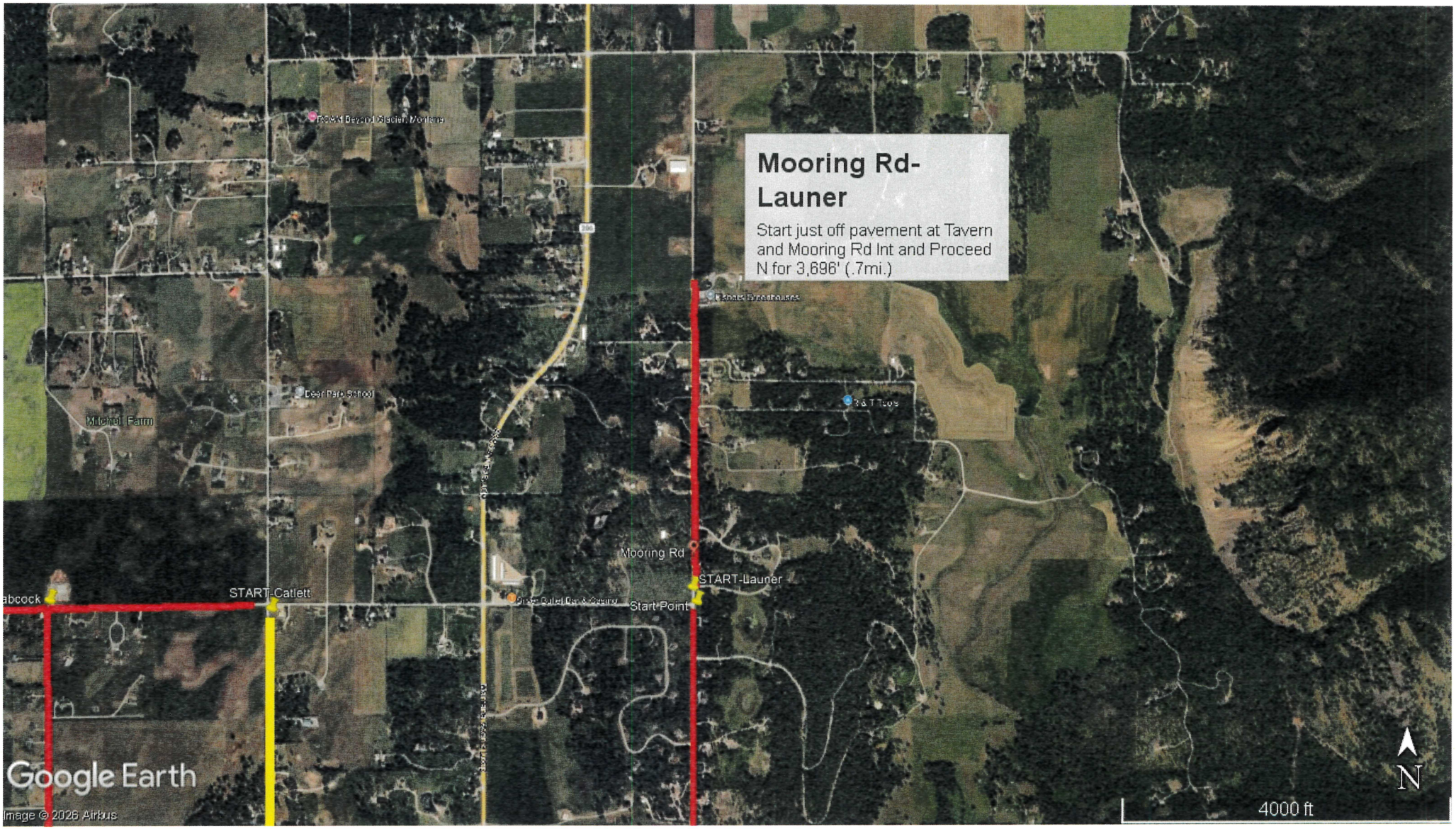

Start - Catlett
Start - Sands
Middle Rd - Trebas
Start at Int of Fairview Crossroad & Middle Rd heading N 1,000' past Int of Middle Rd & Fairview Cemetery Xrd for total 5,900' (1.12mi.)
Start - Trebas
Larson start
Montana Hwy 206
Google Earth
Image © 2025 Airbus
N
3000 ft

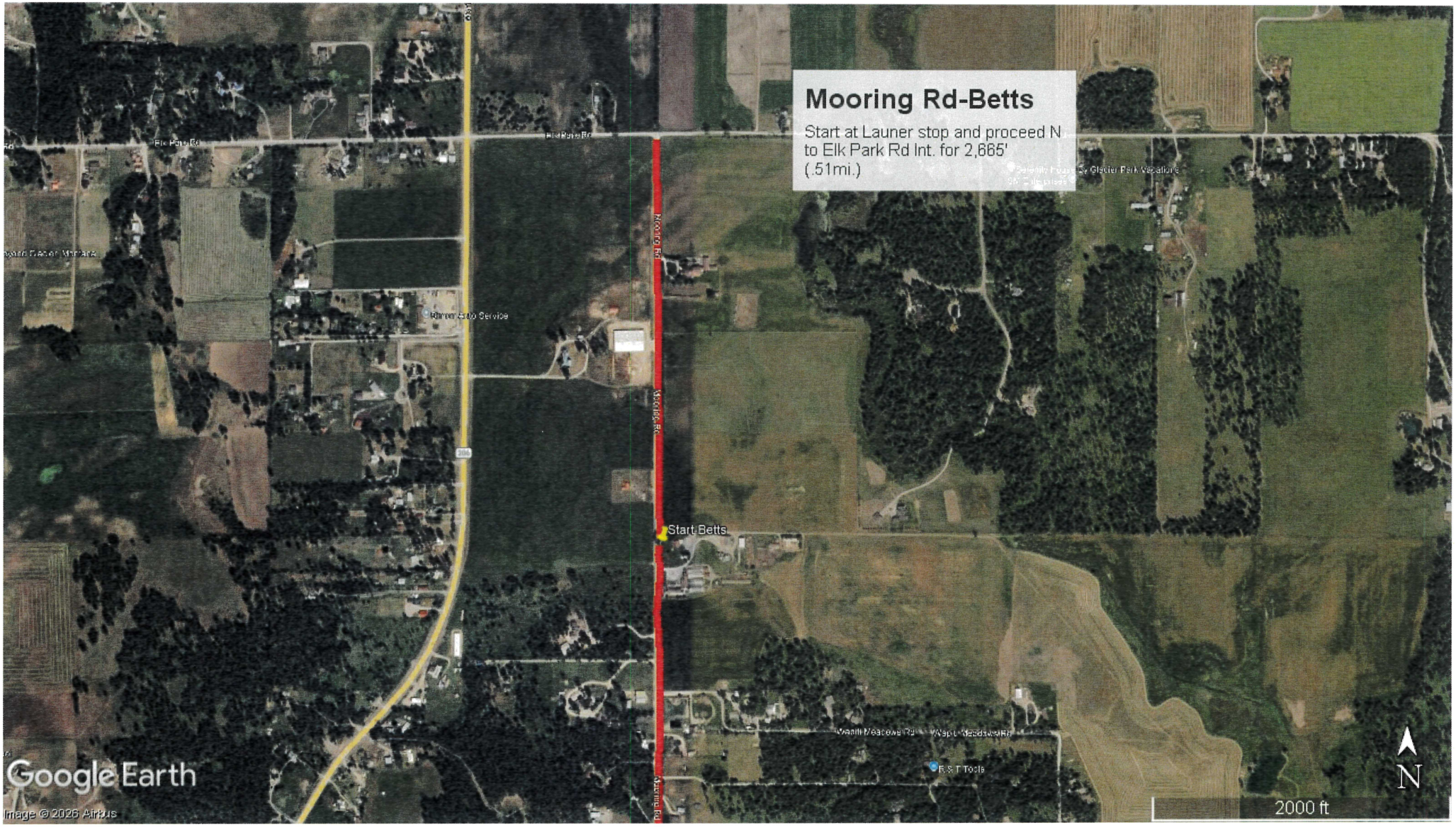

Middle Rd - Catlett
Start at Sand's stop 700' N on Middle Rd from Austin Xrd Int proceed N to pavement at Middle Rd & Sullivan Xrd Int 7,140' (1.35mi.)
Start - Showalter
Start - Spain
Silver Bullet Bar & Casino
Start - Cordell
Grace Baptist Church
Start - Catlett
Start - Sands
Montana Hwy 236
Montana Hwy 206
Start - Cu
N
4000 ft
Google Earth
Image © 2025 Airbus


Midway Dr - Bartlet
Start at Midway Dr & Hwy 40 Int
Proceed N for entire length of road 2,670' (.51mi.)
Tilaru Metalsmithing
Montana Treehouse Retreat
Old Tractor Storage
Mountain View RV Park
North Forty Resort
Start - Bartlet
40
Google Earth
Flathead Fish & Seafood
Mini Mountain Mini Golf
N
1000 ft
Image © 2025 Airbus

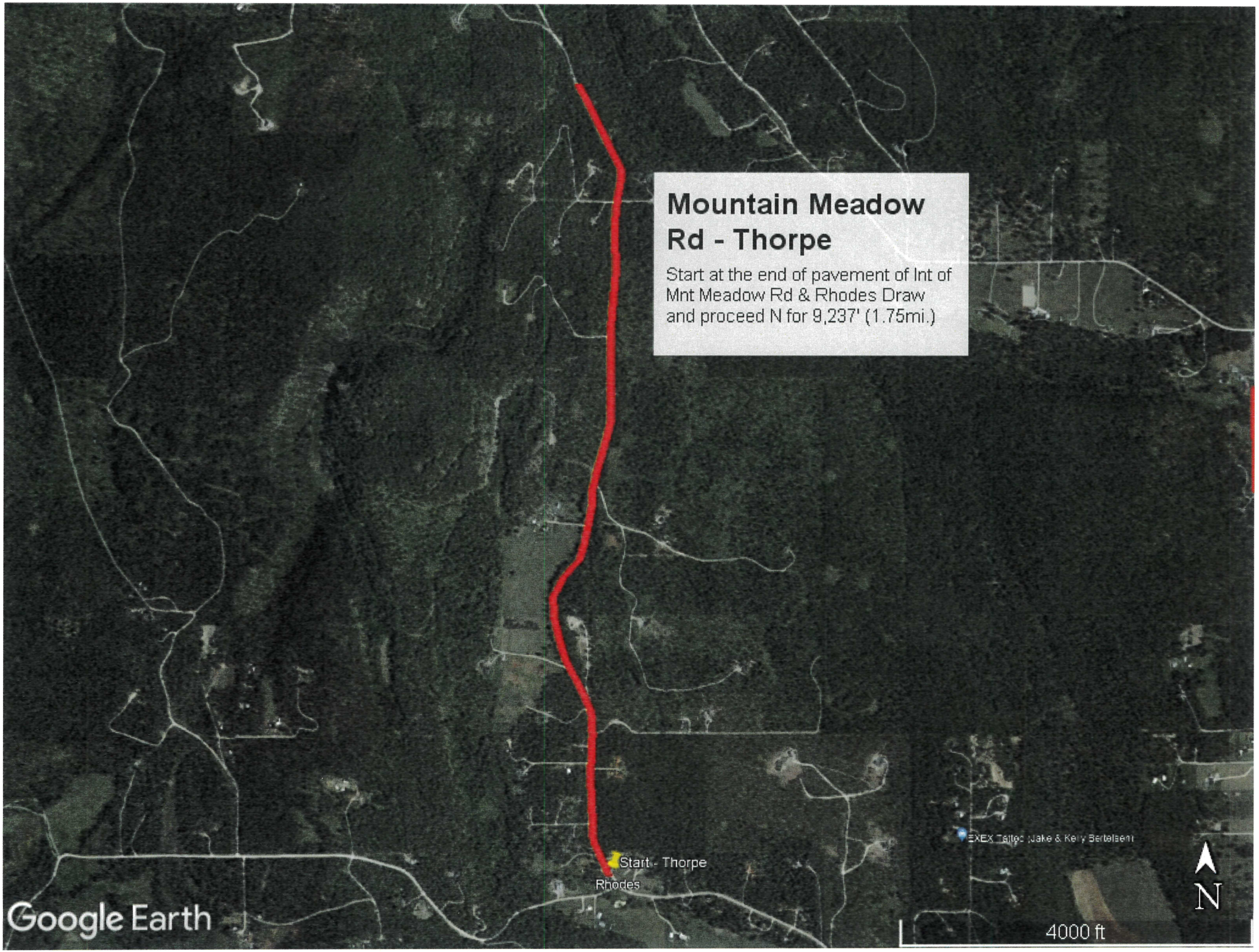

Montford Rd-Merchant
Start at approx 1201 Montford Rd and Proceed N 2,640' (.5mi.)ends at appr. Egan Rd Int.
1201 Montford Rd
Start-Merchant
Google Earth
Image ©2025 Airbus
3000 ft
N


Mooring Rd - Zak
Start at Int of Tavern Ln and Proceed S for 2,640' (.5mi.)
Mooring Rd
Snowbird Storage-Lake Blaine
Silver Bullet Bar & Casino
Start - Zak
Wood Ridge Dr
Mooring View Ln
Rocking Horse Ridge
Google Earth
Image © 2025 Airbus
2000 ft
N


Mooring Rd-
Launer
Start just off pavement at Tavern and Mooring Rd Int and Proceed N for 3,696' (.7mi.)
Mooring Rd
START-Launer
Start Point
START-Catlett
Google Earth
Image © 2026 Airbus
N
4000 ft


Mooring Rd-Betts
Start at Launer stop and proceed N. to Elk Park Rd Int. for 2,665' (.51mi.)
Elk Park Rd
Mooring Rd
Start Betts
Google Earth
Image © 2026 Airbus
N
2000 ft

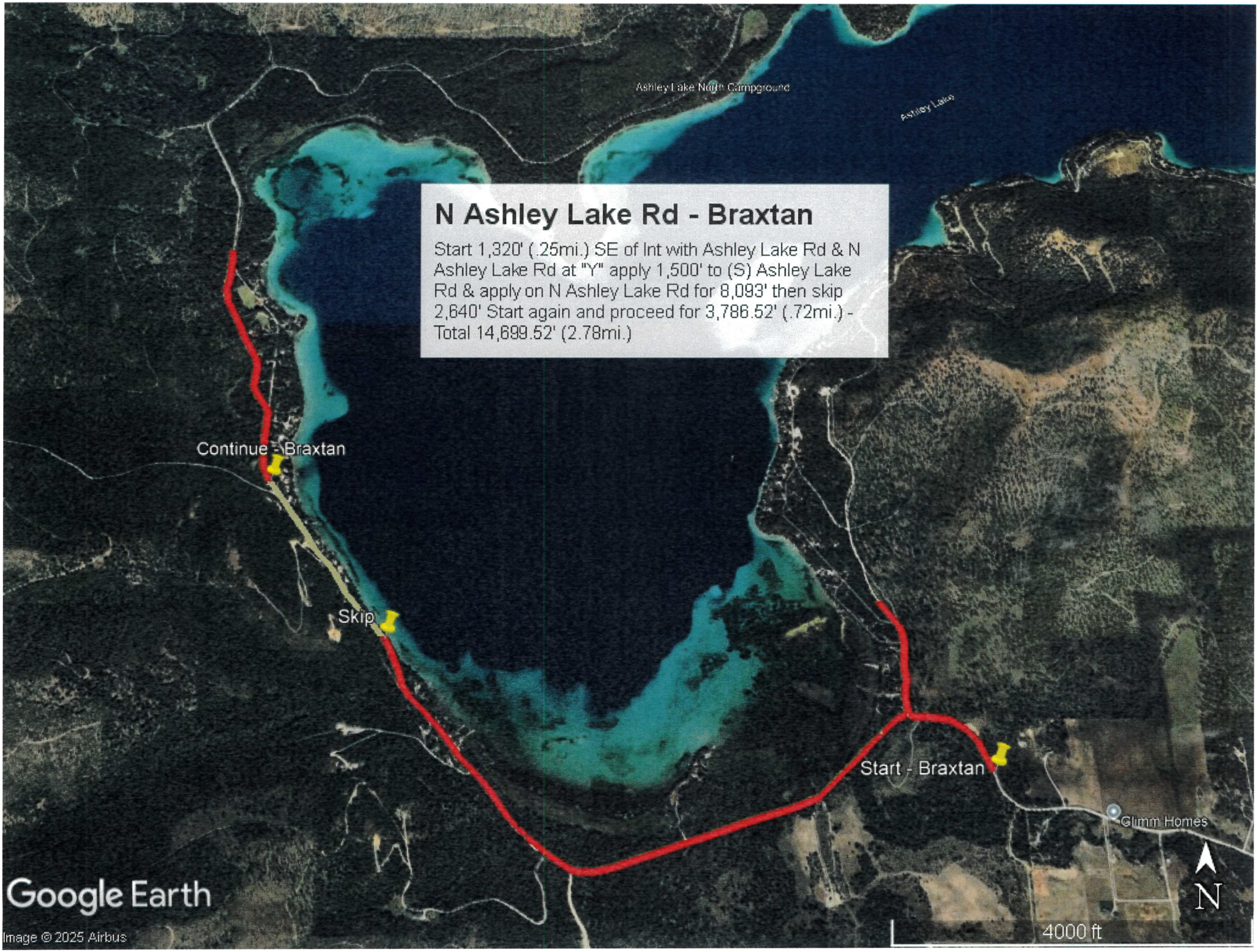

Start - Perkins
Hodgson Rd
Moose Trail
Primrose Ln
Primrose Ln
Insignia Custom Embroidery
Pets & Plants, Whitefish, MT
Wargo Construction
Moose Trail - Perkins
Start at Hodgson Rd Int proceed S for entire road to Primrose Ln for 1,206' (.23mi.)
Google Earth
Image © 2026 Airbus
800 ft
N


Mountain Meadow Rd - Thorpe
Start at the end of pavement of Int of Mnt Meadow Rd & Rhodes Draw and proceed N for 9,237' (1.75mi.)
Start - Thorpe
Rhodes
EXEX Tallec (Jake & Kelly Bertelsen)
N
4000 ft
Google Earth

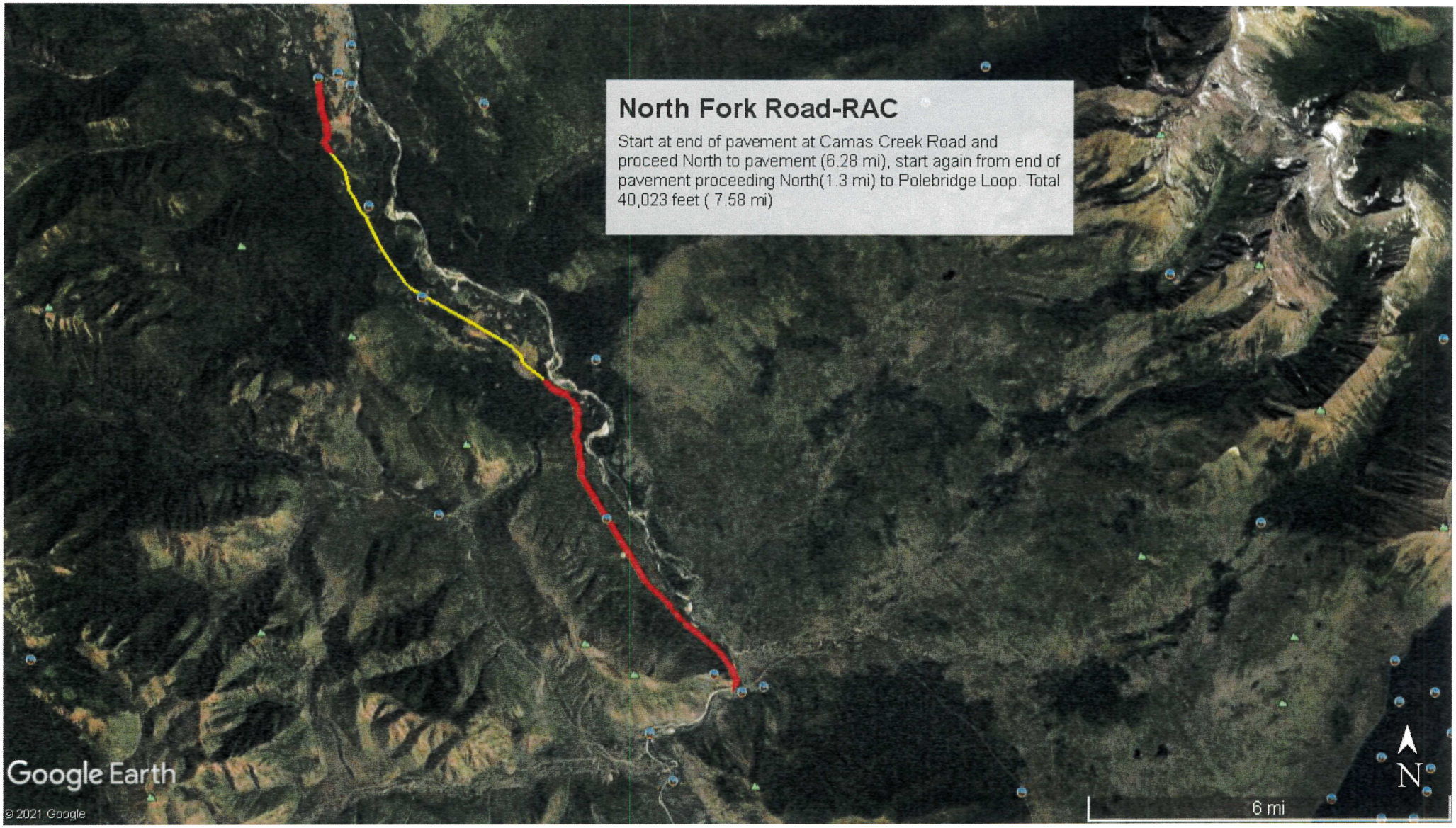

N Ashley Lake Rd-Smith
Start at 3350 N Ashley Lk Rd proceed W for 5310' (1.01mi.)
Start-Smith
Google Earth
Image © 2025 Airbus
2000 ft
N


North Ashley Lk Rd-Kandarian
Start at 3600 N Ashley Lk Rd and proceed W to 3906 N Ashley Lk Rd for 2640' (.5 mile)
Start Point
Start Point
3600 N Ashley Lake Rd
Google Earth
© 2018 Google
900 ft
N


Start Point
North Ashley Lake Rd -
Emerald Point HOA
Start at 3906 North Ashley Lake Rd proceed
West for 6000 feet (1.14 mi)
Google Earth
N
2000 ft


Ashley Lake North Campground
Ashley Lake
N Ashley Lake Rd - Braxtan
Start 1,320' (.25mi.) SE of Int with Ashley Lake Rd & N Ashley Lake Rd at "Y" apply 1,500' to (S) Ashley Lake Rd & apply on N Ashley Lake Rd for 8,093' then skip 2,640' Start again and proceed for 3,786.52' (.72mi.) - Total 14,699.52' (2.78mi.)
Continue - Braxtan
Skip
Start - Braxtan
Glimm Homes
Google Earth
Image © 2025 Airbus
N
4000 ft


North Fork Rd - DNRC
Start at end of pavement on North Fork Rd and proceed to Camas Rd (RAC start)
54,384' (10.3mi.)
Start - RAC
Camas Rd
Apgar Mountains
Apgar
Start - DNRC
Google Earth
Image © 2024 CNES / Airbus
Image © 2024 Maxar Technologies
Image © 2024 Airbus
N
4 mi


North Fork Road-RAC
Start at end of pavement at Camas Creek Road and proceed North to pavement (6.28 mi), start again from end of pavement proceeding North(1.3 mi) to Polebridge Loop. Total 40,023 feet (7.58 mi)
Google Earth
© 2021 Google
6 mi
N


North Fork Rd-Wiedmann
Start 155' S of 37 yellow/gold reflective MM and proceed NW 2640' (.5mi)
10989 N Fork Rd
Start-Weidmann
Numa Peak Ln
N
1000 ft
Google Earth
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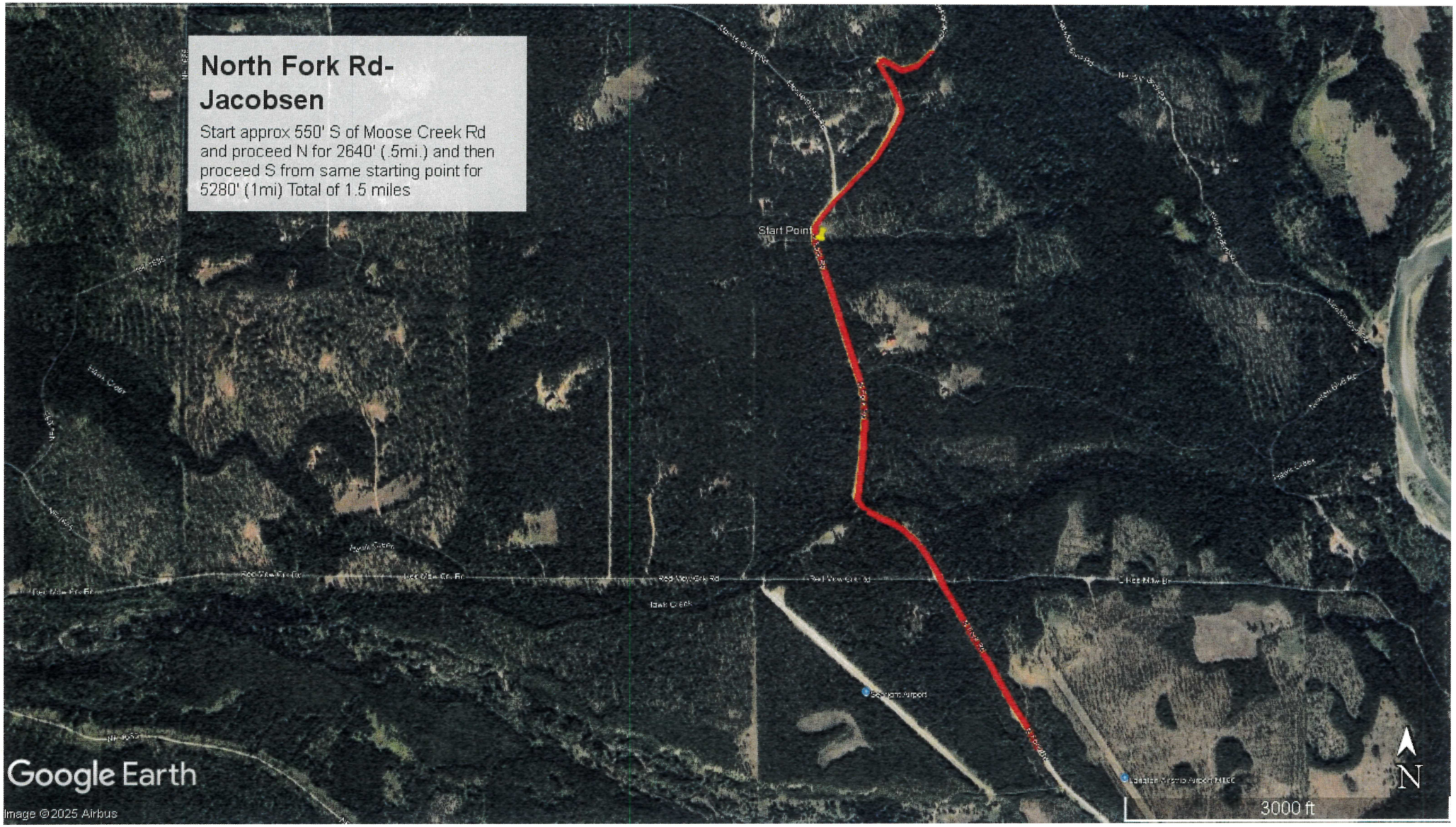
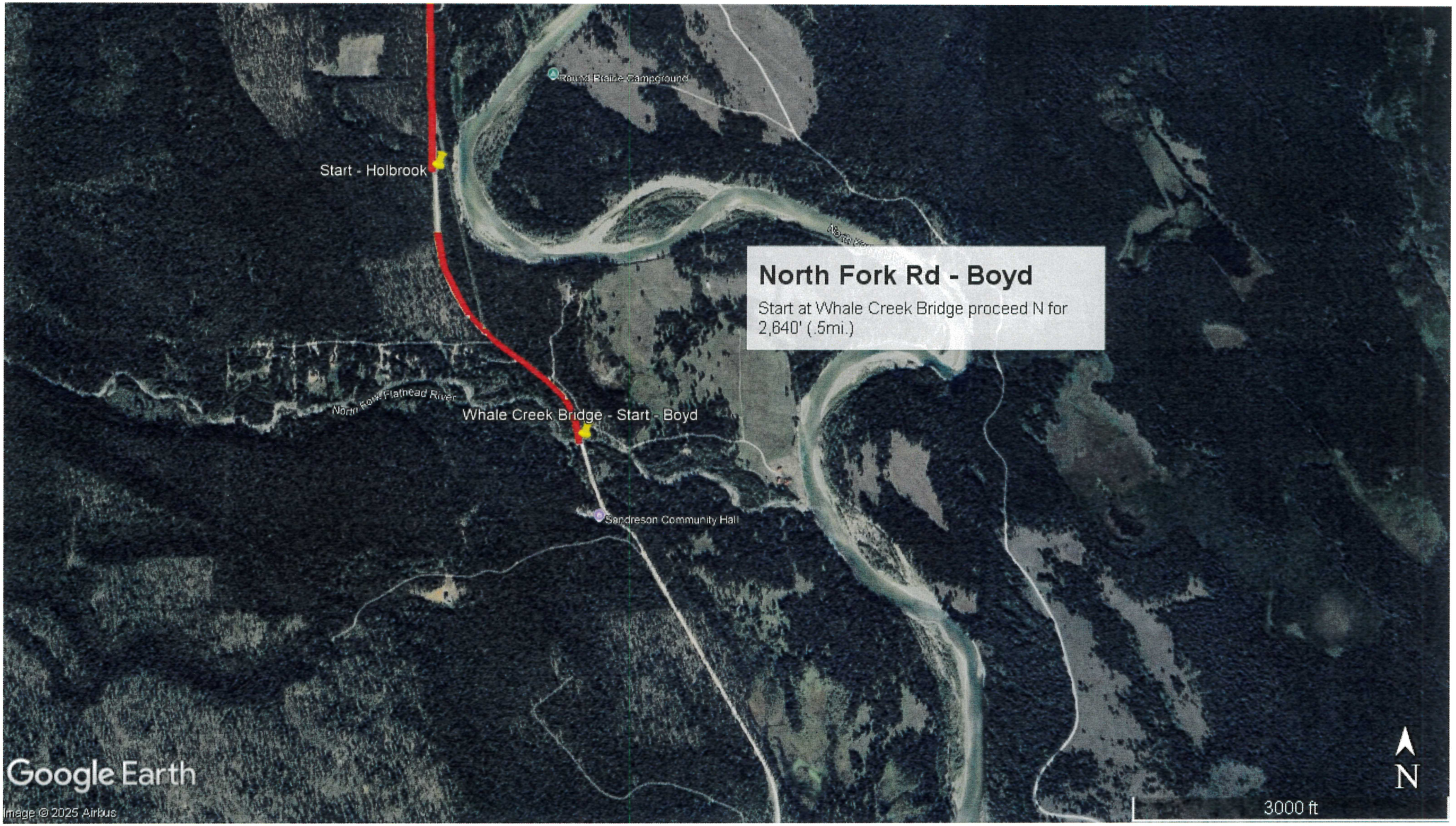
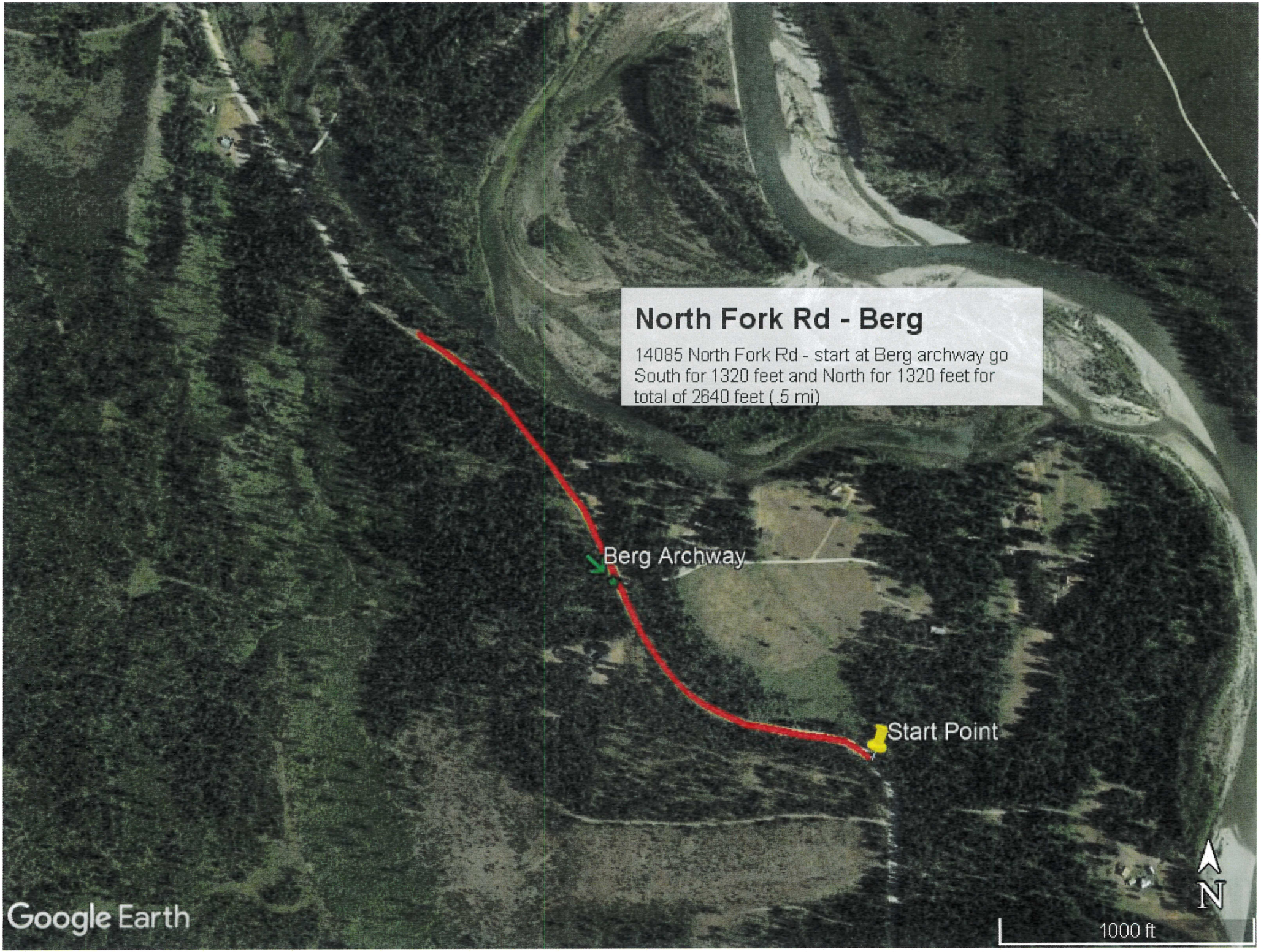
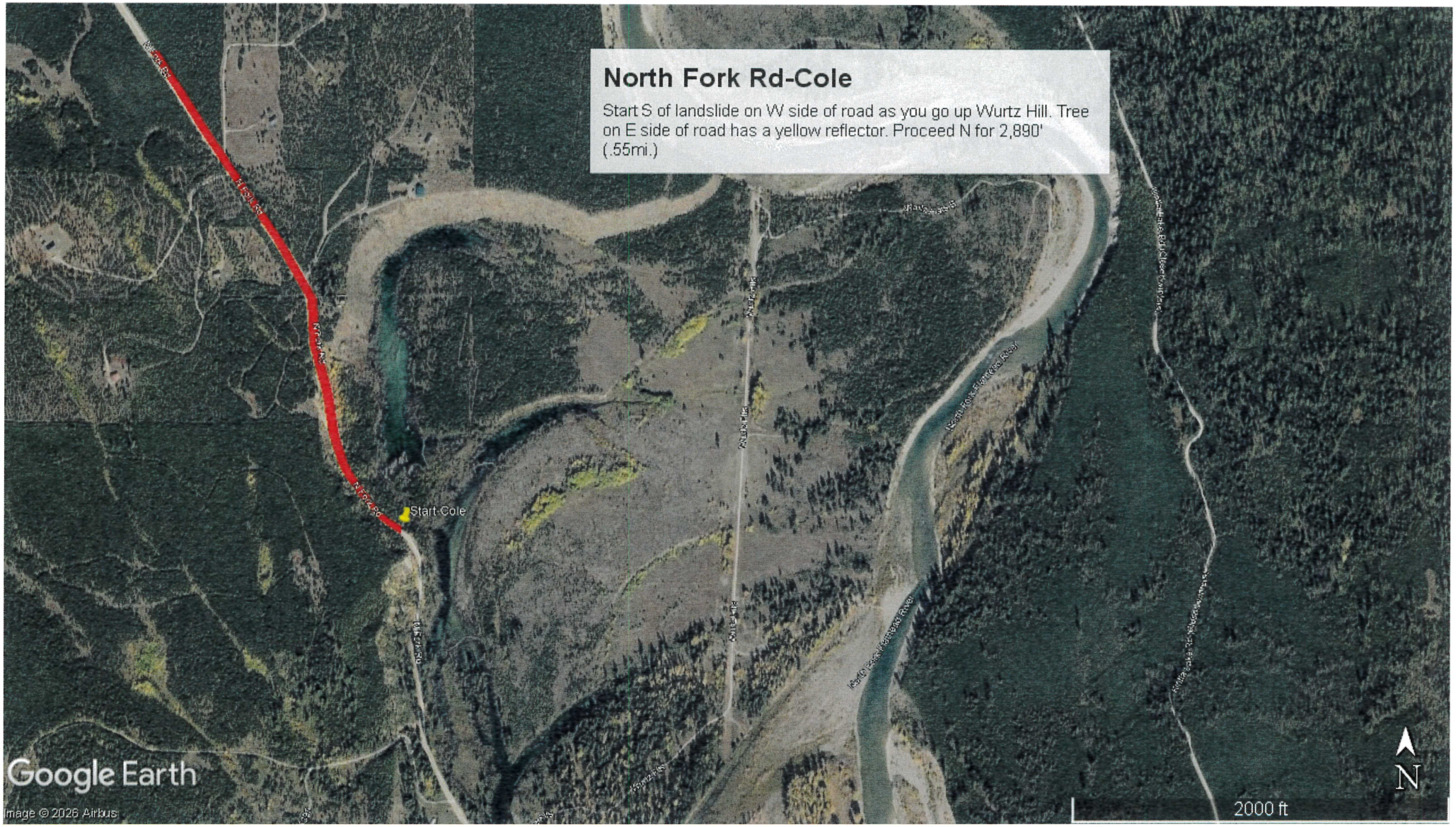
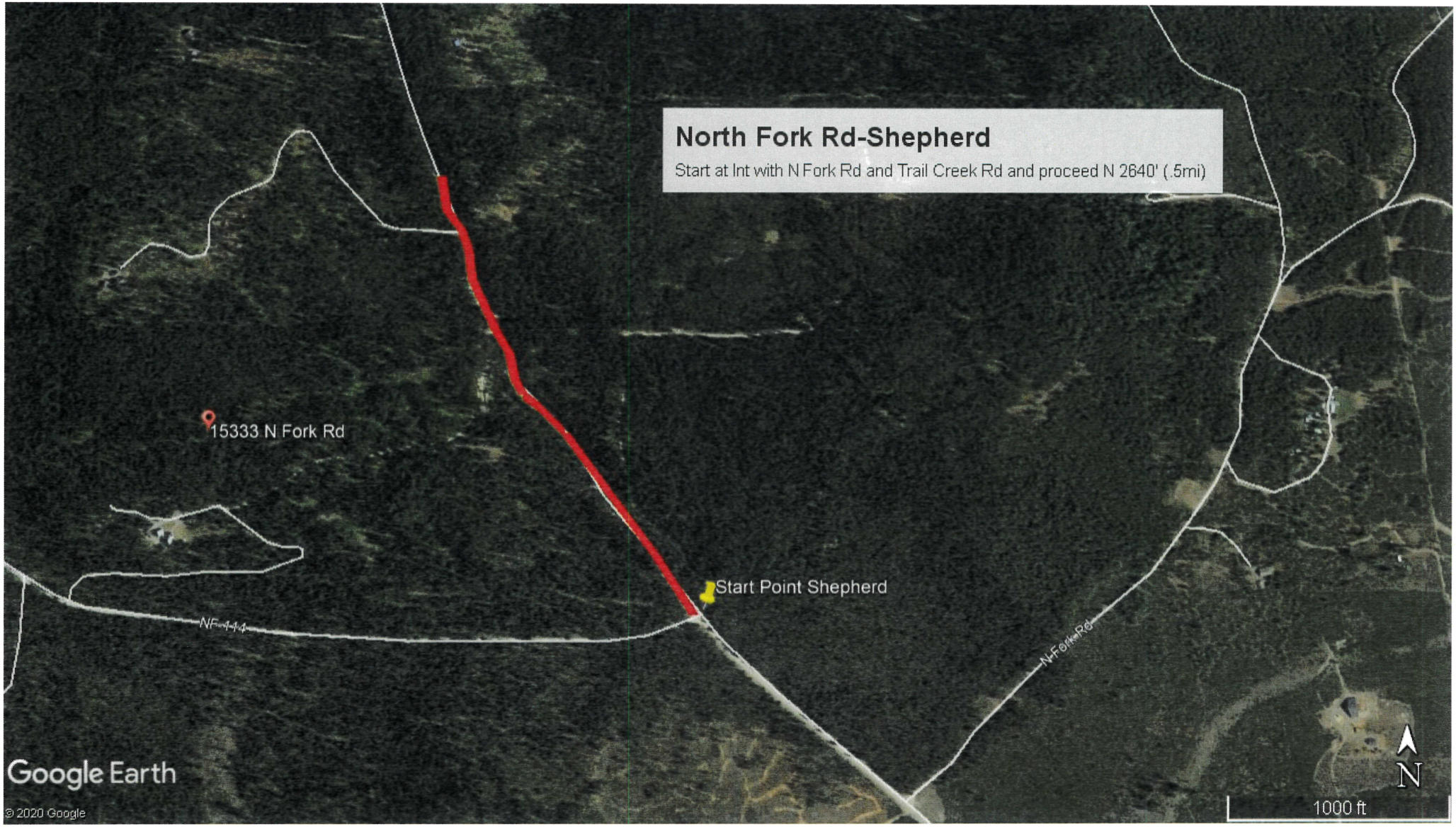

North Fork Rd-
Jacobsen
Start approx 550' S of Moose Creek Rd and proceed N for 2640' (.5mi.) and then proceed S from same starting point for 5280' (1mi) Total of 1.5 miles
Start Point
Google Earth
Image © 2025 Airbus
N
3000 ft

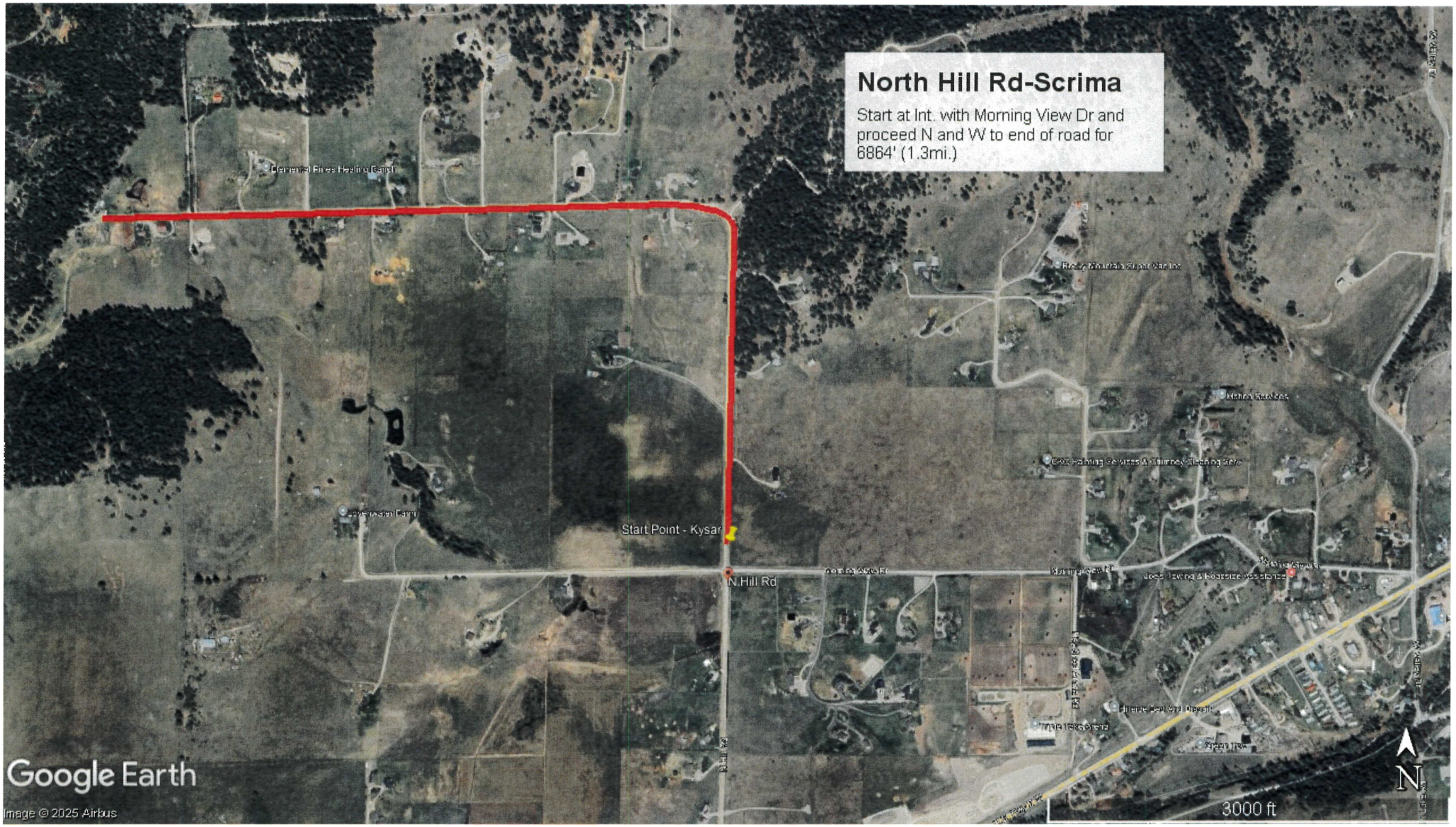

Round Prairie Campground
Start - Holbrook
North Fork Rd - Boyd
Start at Whale Creek Bridge proceed N for 2,640' (.5mi.)
North Fork Flathead River
Whale Creek Bridge - Start - Boyd
Sanderson Community Hall
Google Earth
Image © 2025 Airbus
N
3000 ft


North Fork Rd - Holbrook
Start 200' N of MM 44 proceed N or 4,200' (.8mi.)
N Fork Rd
Start - Holbrook
Round Prairie Campground
North Fork Flatrock River
Google Earth
2000 ft
N


North Fork Rd - Berg
14085 North Fork Rd - start at Berg archway go South for 1320 feet and North for 1320 feet for total of 2640 feet (.5 mi)
Berg Archway
Start Point
N
1000 ft
Google Earth

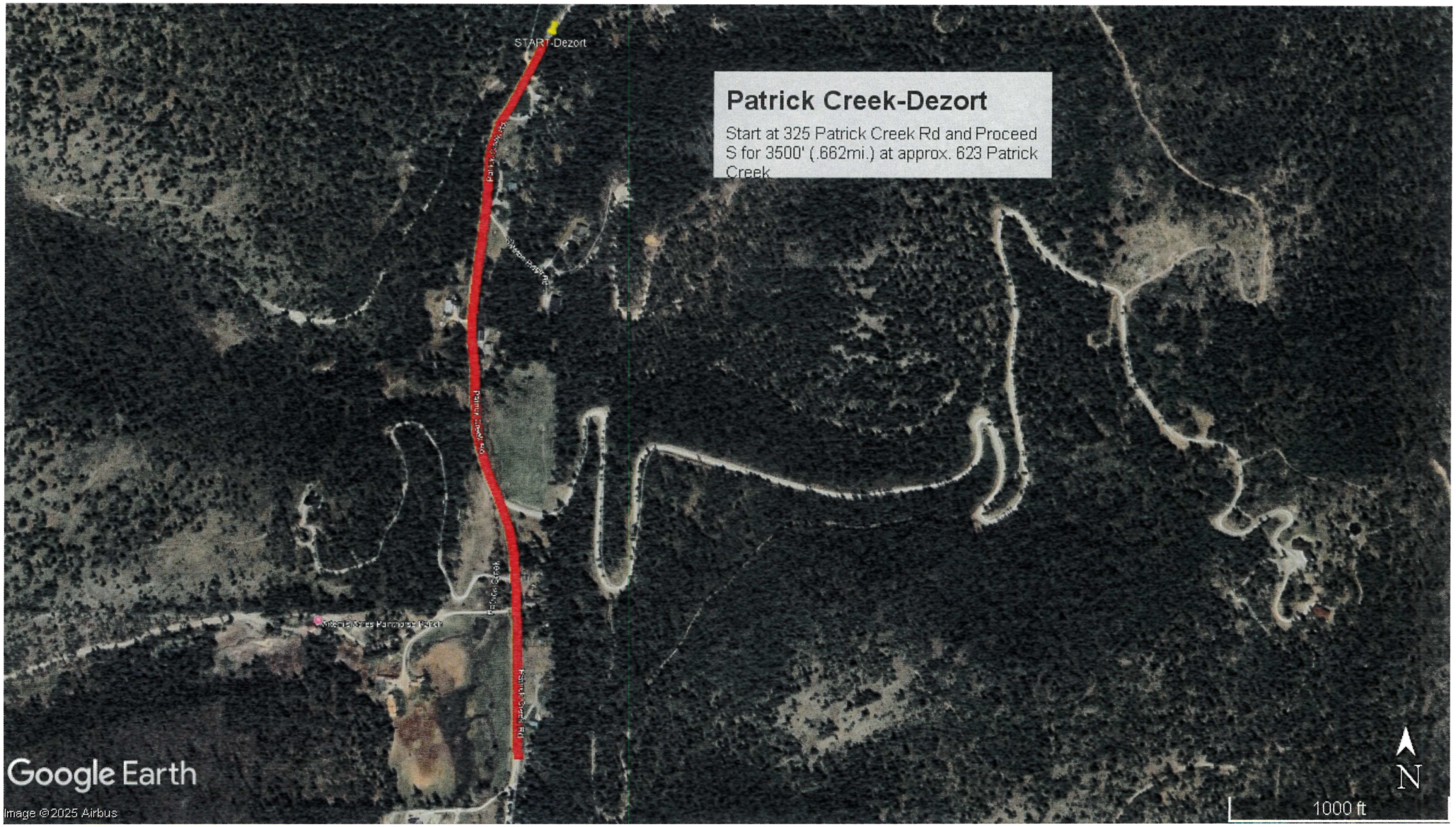

North Fork Rd-Cole
Start S of landslide on W side of road as you go up Wurtz Hill. Tree on E side of road has a yellow reflector. Proceed N for 2,890' (.55mi.)
Start-Cole
Google Earth
Image © 2026 Airbus
N
2000 ft

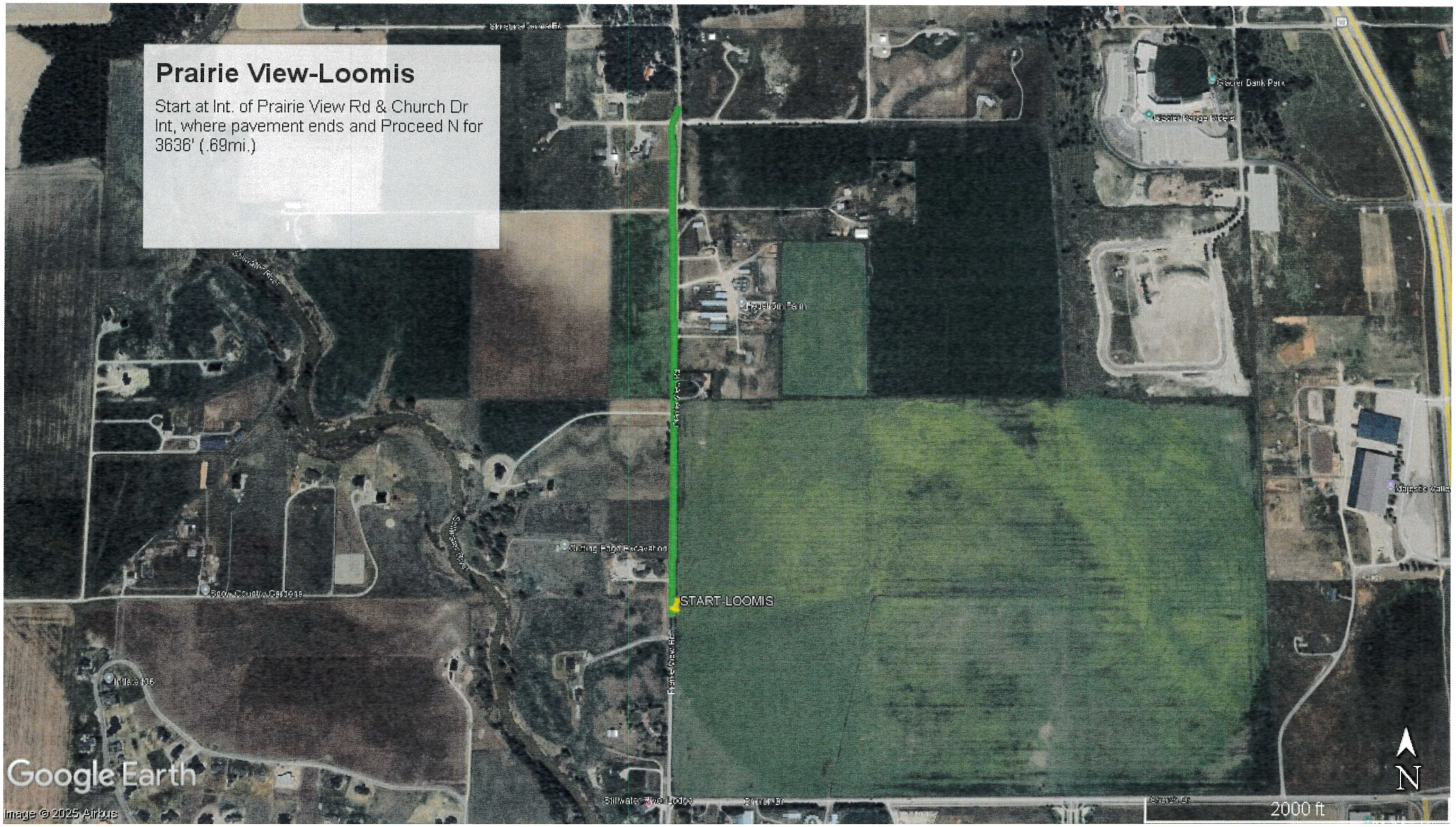

North Fork Rd-Shepherd
Start at Int with N Fork Rd and Trail Creek Rd and proceed N 2640' (.5mi)
15333 N Fork Rd
Start Point Shepherd
NF-444
N Fork Rd
Google Earth
© 2020 Google
N
1000 ft


North Hill Rd-Scrima
Start at Int. with Morning View Dr and proceed N and W to end of road for 6864' (1.3mi.)
Start Point - Kysar
N.Hill Rd
Google Earth
Image © 2025 Airbus
3000 ft
N

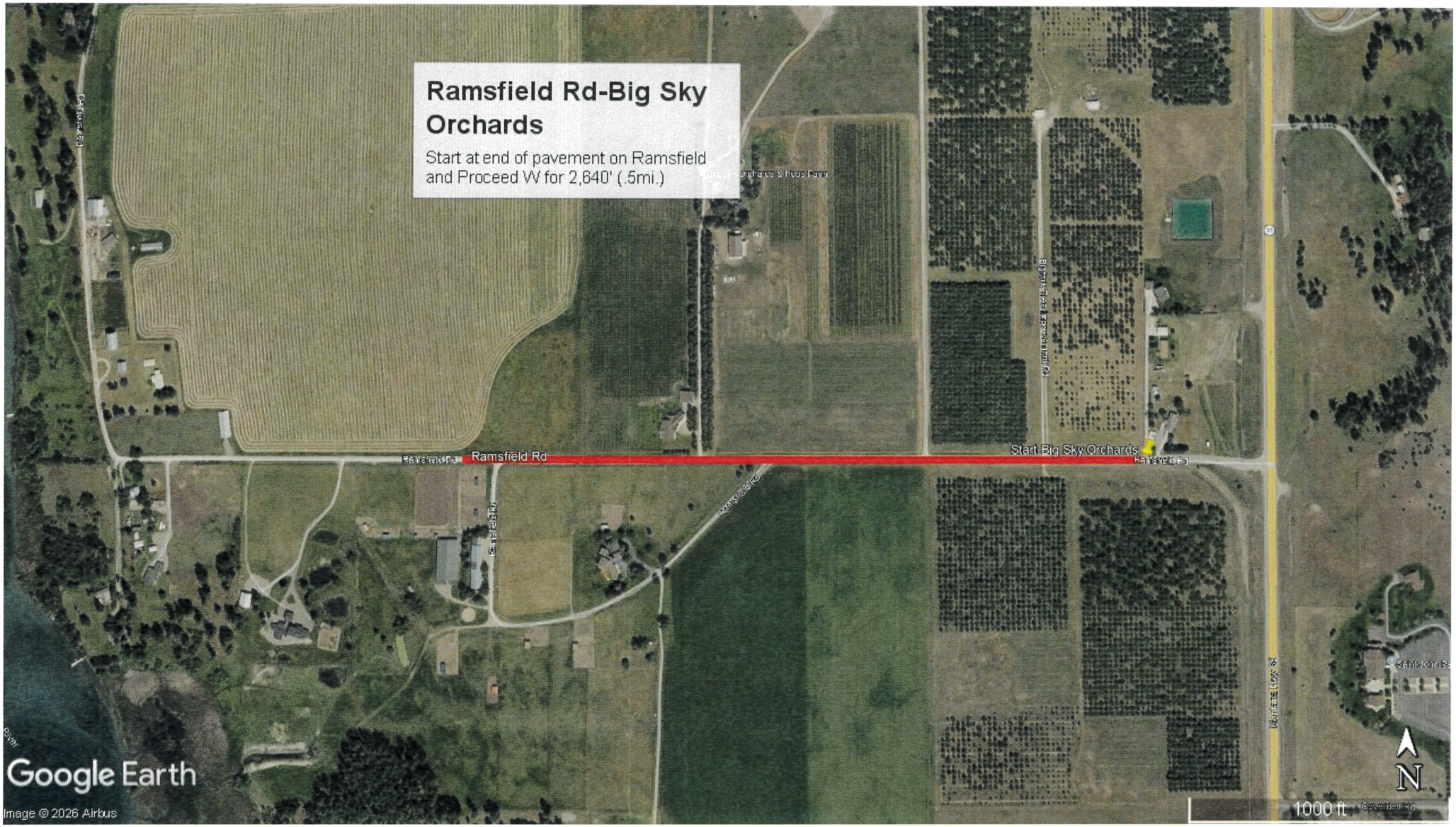

Oldenburg Rd-
Evans
Start S of Fishing access entrance and proceed S for 2,787' (.52mi.)
START-Evans
Oldenburg Rd
Flathead River
Flathead Ridge
Google Earth
Image © 2026 Airbus
1000 ft
N

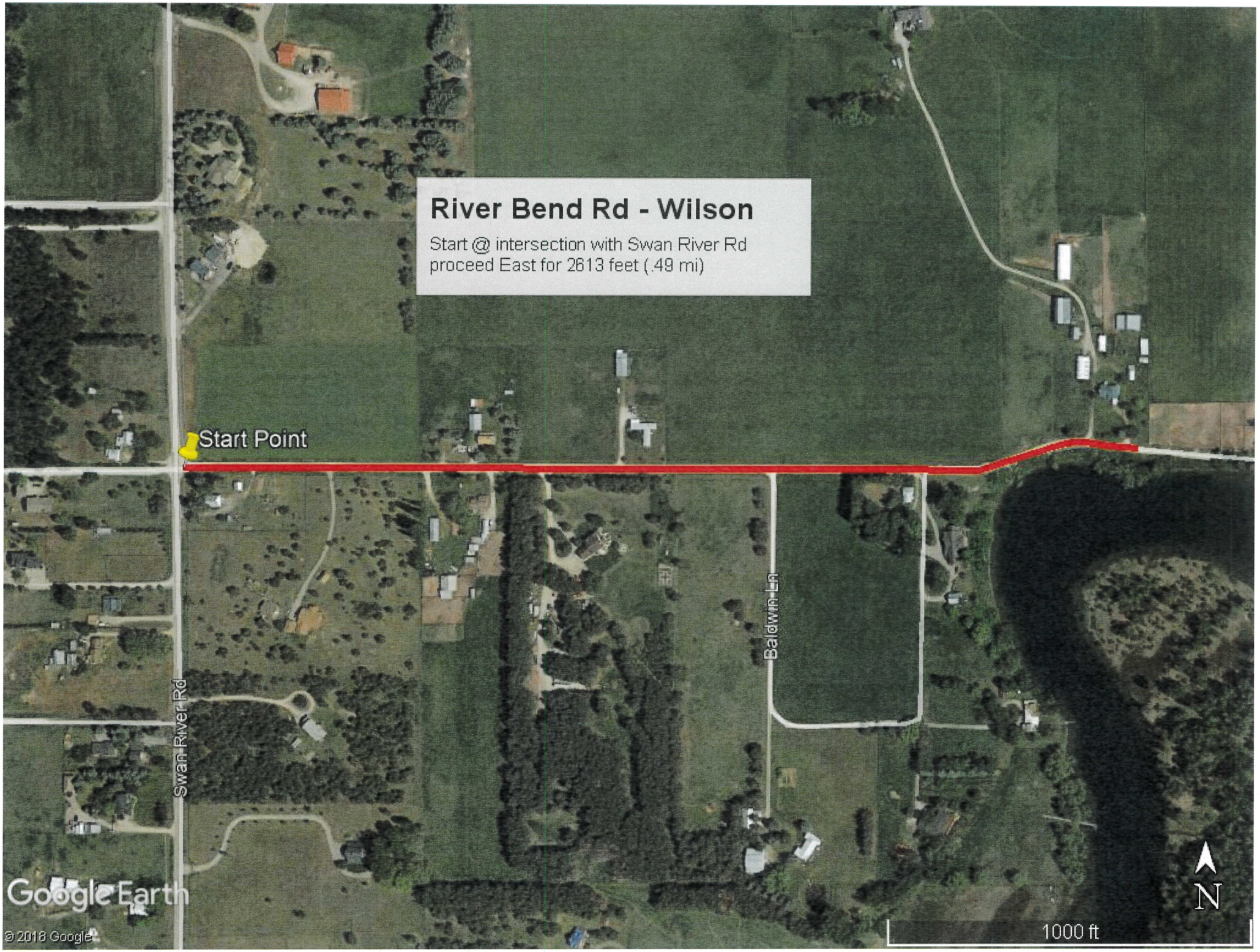

Park Ave/Pine ST/Riverside Av +Lane St-Nelson
Start at Int of Hwy 2 +Park Av N for 181' E on Pine St 446' N on Riverside Dr, turning W onto Lane St for 496'. Then from Riverside Dr and River Ave Int go E/N/W for 1588' ending at 875 River Ave
Total 2,711'
(.51mi.)
Riverside Dr
Google Earth
Image © 2024 Airbus
N
1000 ft

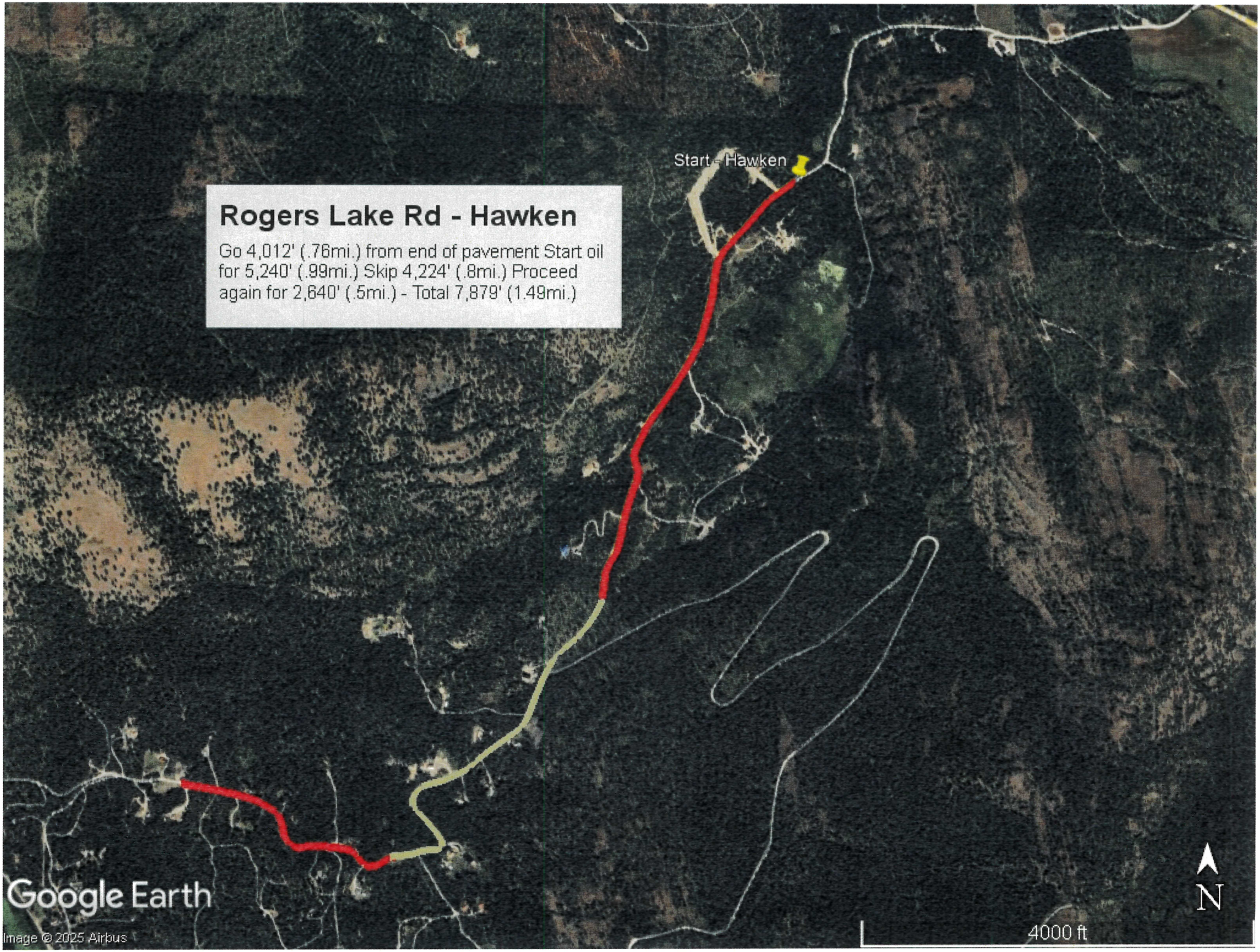

START-Dezort
Patrick Creek Rd
Patrick Creek
Patrick Creek Rd
Patrick Creek
Patrick Creek Rd
Patrick Creek Rd
Patrick Creek Rd

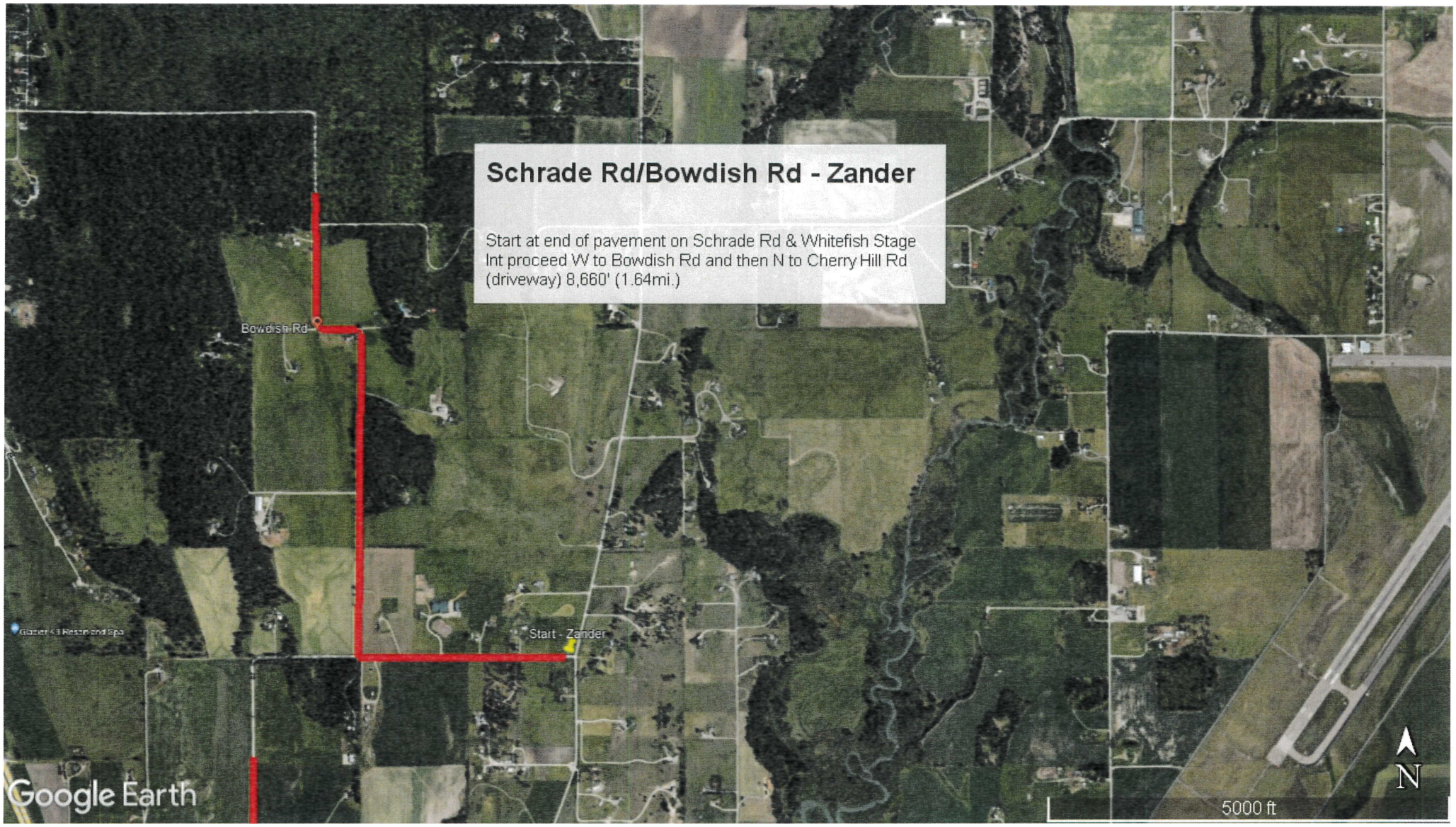

Prairie View-Loomis
Start at Int. of Prairie View Rd & Church Dr Int, where pavement ends and Proceed N for 3636' (.69mi.)
START-LOOMIS
Google Earth
Image © 2025 Airbus
N
2000 ft


Blankenship Rd
Blankenship Bridge
West Blankenship River Access
Blankenship Rd
Start - Diamond
Rabe Rd
Middle Fork Flathead River
Rabe Rd - Diamond
Start at the end of pavement on Rabe Rd and proceed S for 2,640' (.5mi)
Rabe Rd
Google Earth
Image © 2025 Airbus
N
1000 ft


Ramsfield Rd-Big Sky Orchards
Start at end of pavement on Ramsfield and Proceed W for 2,640' (.5mi.)
Ramsfield Rd
Start Big Sky Orchards
Google Earth
Image © 2026 Airbus
1000 ft
N


River Bend Rd - Wilson
Start @ intersection with Swan River Rd
proceed East for 2613 feet (.49 mi)
Start Point
Swan River Rd
Baldwin Ln
Google Earth
© 2018 Google
N
1000 ft


Start - Hawken
Rogers Lake Rd - Hawken
Go 4,012' (.76mi.) from end of pavement Start oil for 5,240' (.99mi.) Skip 4,224' (.8mi.) Proceed again for 2,640' (.5mi.) - Total 7,879' (1.49mi.)
Google Earth
Image © 2025 Airbus
N
4000 ft


Schrade Rd/Bowdish Rd - Zander
Start at end of pavement on Schrade Rd & Whitefish Stage Int proceed W to Bowdish Rd and then N to Cherry Hill Rd (driveway) 8,660' (1.64mi.)
Bowdish Rd
Start - Zander
Google Earth
5000 ft
N

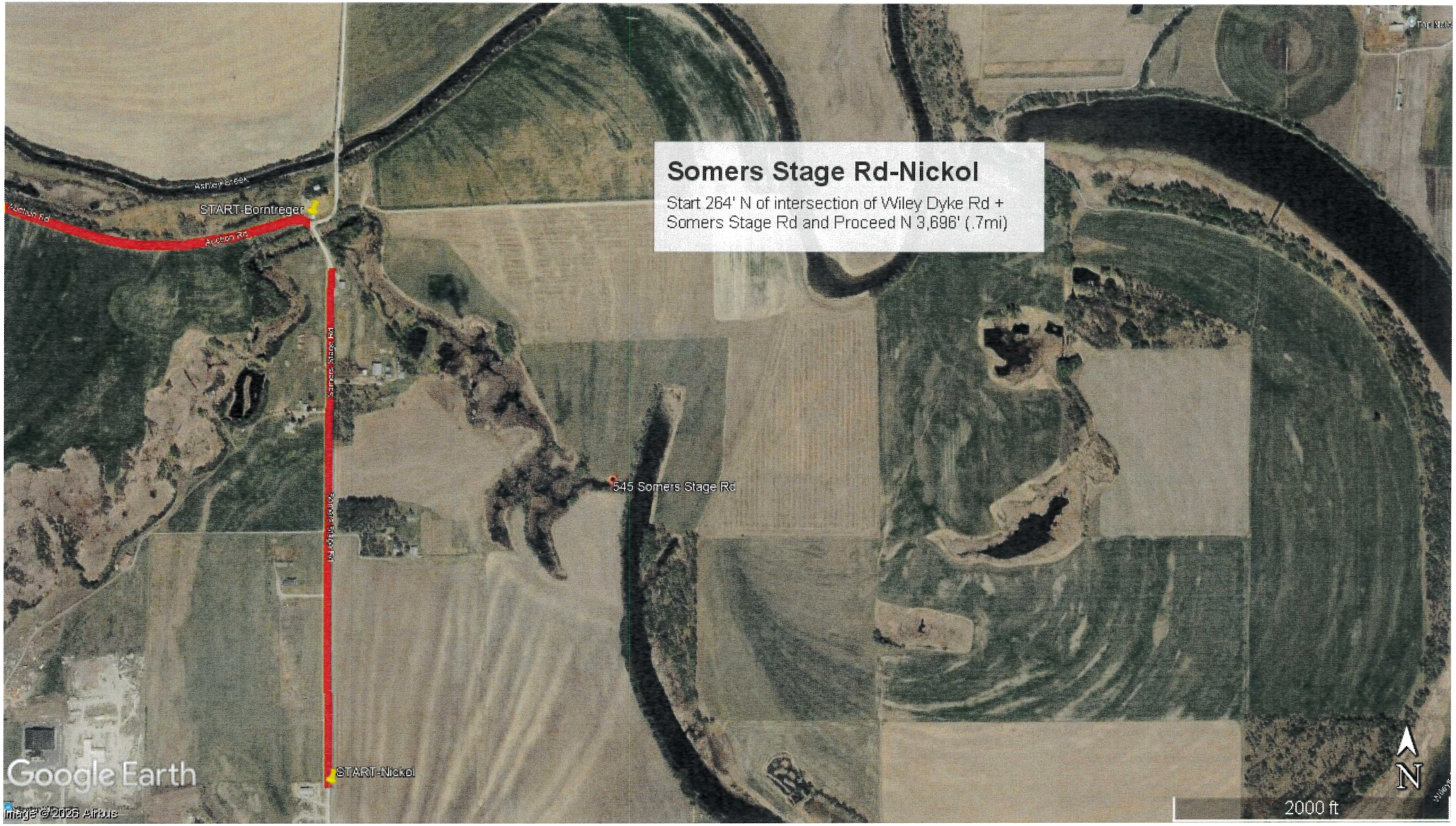

Schrade Rd-
Bowlby
Start at corner of 1st 90 degree turn and proceed N for 2,640' (.5mi.)
Schrade Rd
Glacier Bank Park
Google Earth
Image © 2026 Airbus
2000 ft
N


Seville Ln-Kolodejchuk
Start at end of pavement just off T of Seville and proceed E for 3,750' (.71mi.)
Seville Ln- Kolodejchuk
Seville Ln
Google Earth
Image © 2026 Airbus
1000 ft
N


Sherman Rd - Carr
Start .68mi (3,5778') up Sherman Rd from Batavia Ln Int and proceed N 3,960' (.75mi.)
Start - Carr
Google Earth
Image © 2024 Airbus
N
2000 ft


Smith Lake Rd - Vergin
Start approximately 800 feet from north end of oil at intersection with Phanco Lane proceed East for 2640 feet (.5 mi)
Start Point
Google Earth
© 2018 Google
N
1000 ft


Somers Stage Rd-
Harrison
Start at Int. of Hwy 93 + Somers Stage and proceed N for 4248' (.80 mi.)
S Complex Dr
Hunter Cir
Commerce Way
Treweek Dr
Cedar Mill Rd
Wiley Dike Rd
Mt Way
Somers Stage Rd
93
Start-Harrison
Larkin Ln
Google Earth
©2021 Google
N
2000 ft

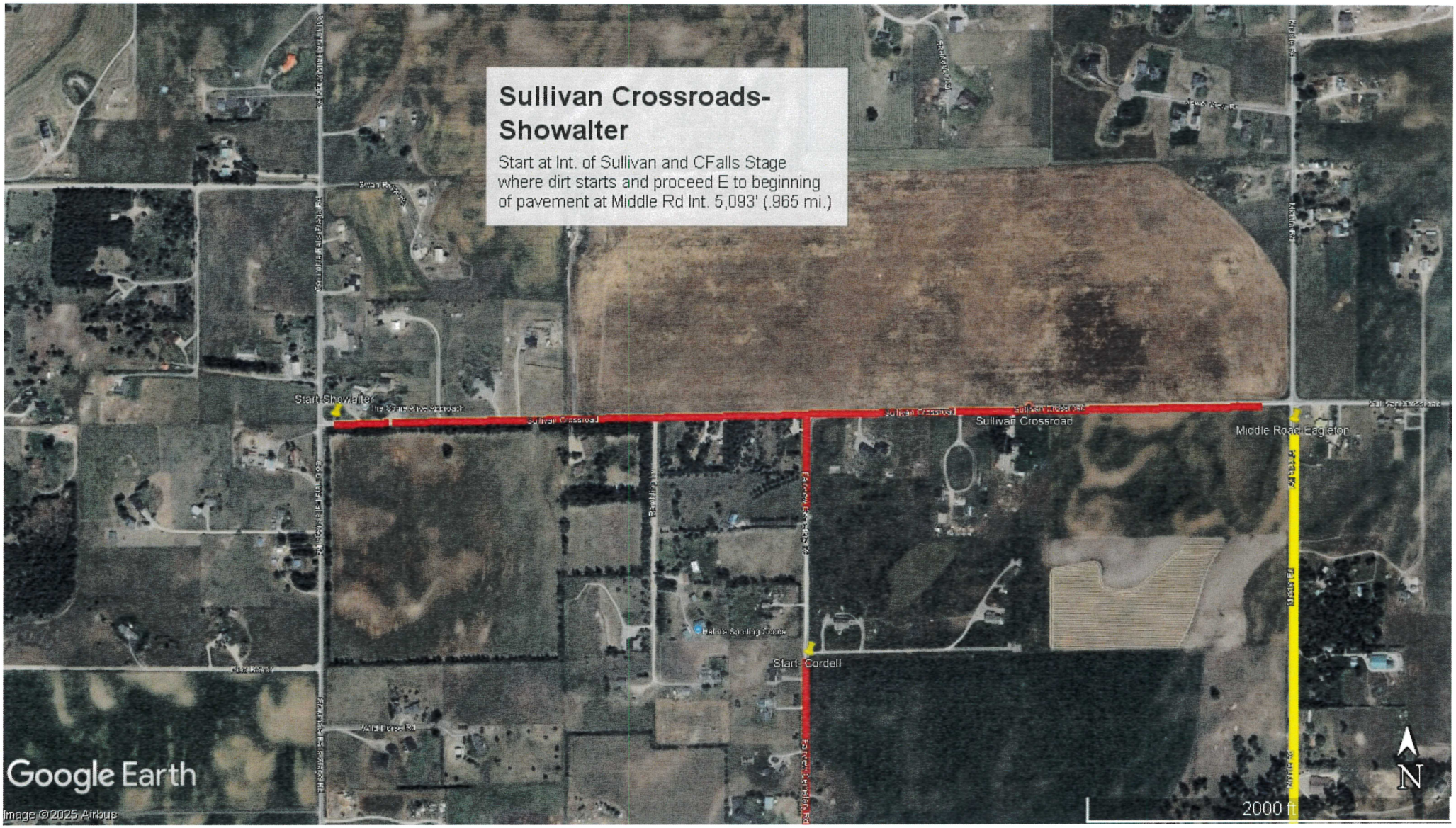

Somers Stage Rd-Nickol
Start 264' N of intersection of Wiley Dyke Rd + Somers Stage Rd and Proceed N 3,696' (.7mi)
START-Borntreger
Ashley Creek
Ashton Rd
Somers Stage Rd
545 Somers Stage Rd
START-Nickol
Google Earth
Image © 2026 Airbus
N
2000 ft

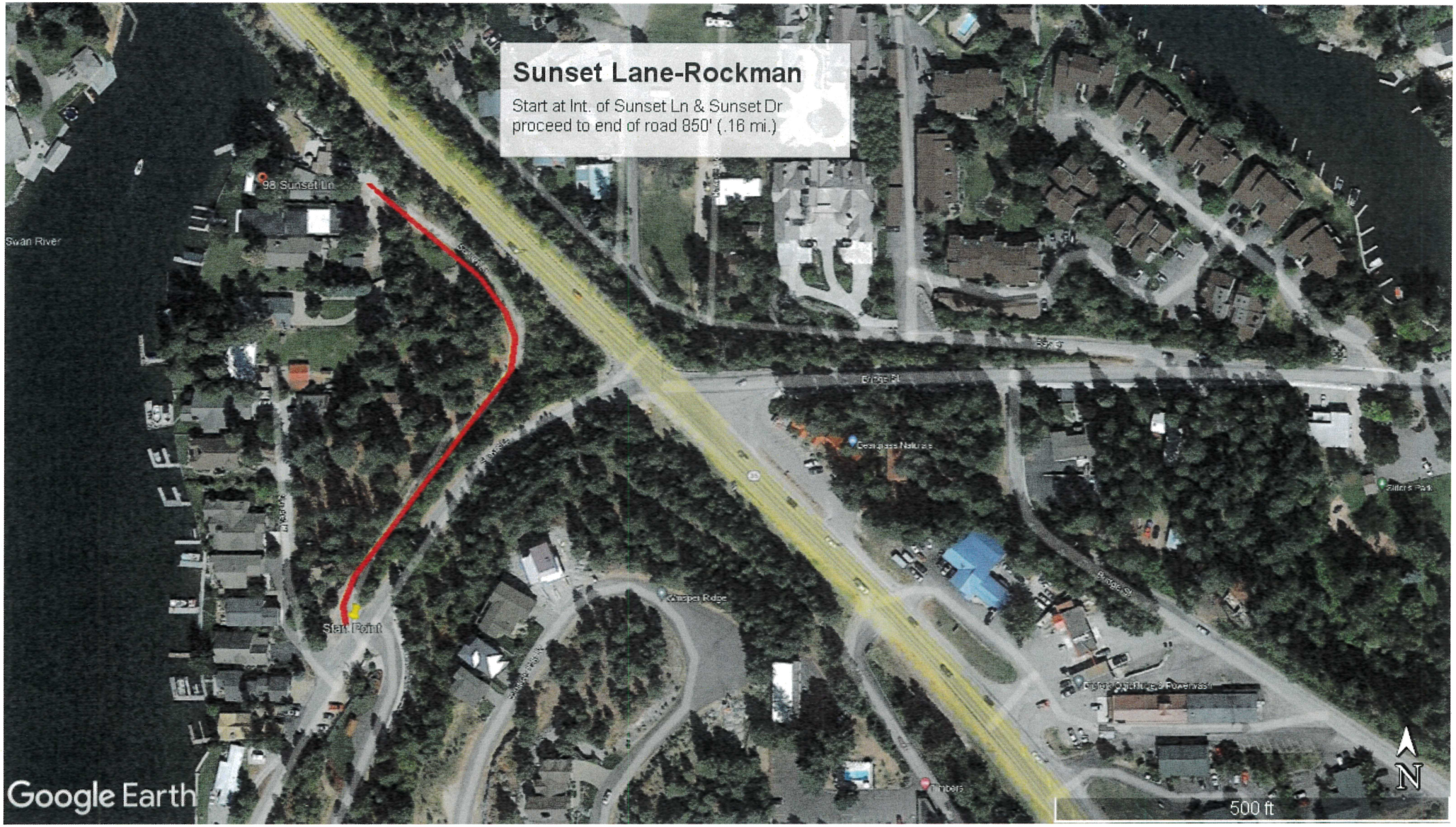

Spotted Bear Rd
NF-590D
Diller Rd
Start Point
South Fork Road - Abbot Valley
Start at end of pavement proceed for 6000 feet (1.14 mi)
S Fork Rd E
NF-5311
NF-590E
N
3000 ft
Google Earth
© 2018 Google


Spring Creek Rd-Norvell
Start where pavement ends on Spring Creek Rd approx .5 mile from Hwy 93 and proceed W for 2,640' (.5mi) just past Crammer Creek Rd
START-Norvell
Spring Creek Rd
Google Earth
Image © 2025 Airbus
N
1000 ft


Spring Hill Rd-
Gehling
Start at end of pavement and
proceed E for 2640 ft (.5 mi)
Start point
Smith Lake Rd
Valley View Rd
Spring Hill Rd
Google Earth
© 2018 Google
N
1000 ft

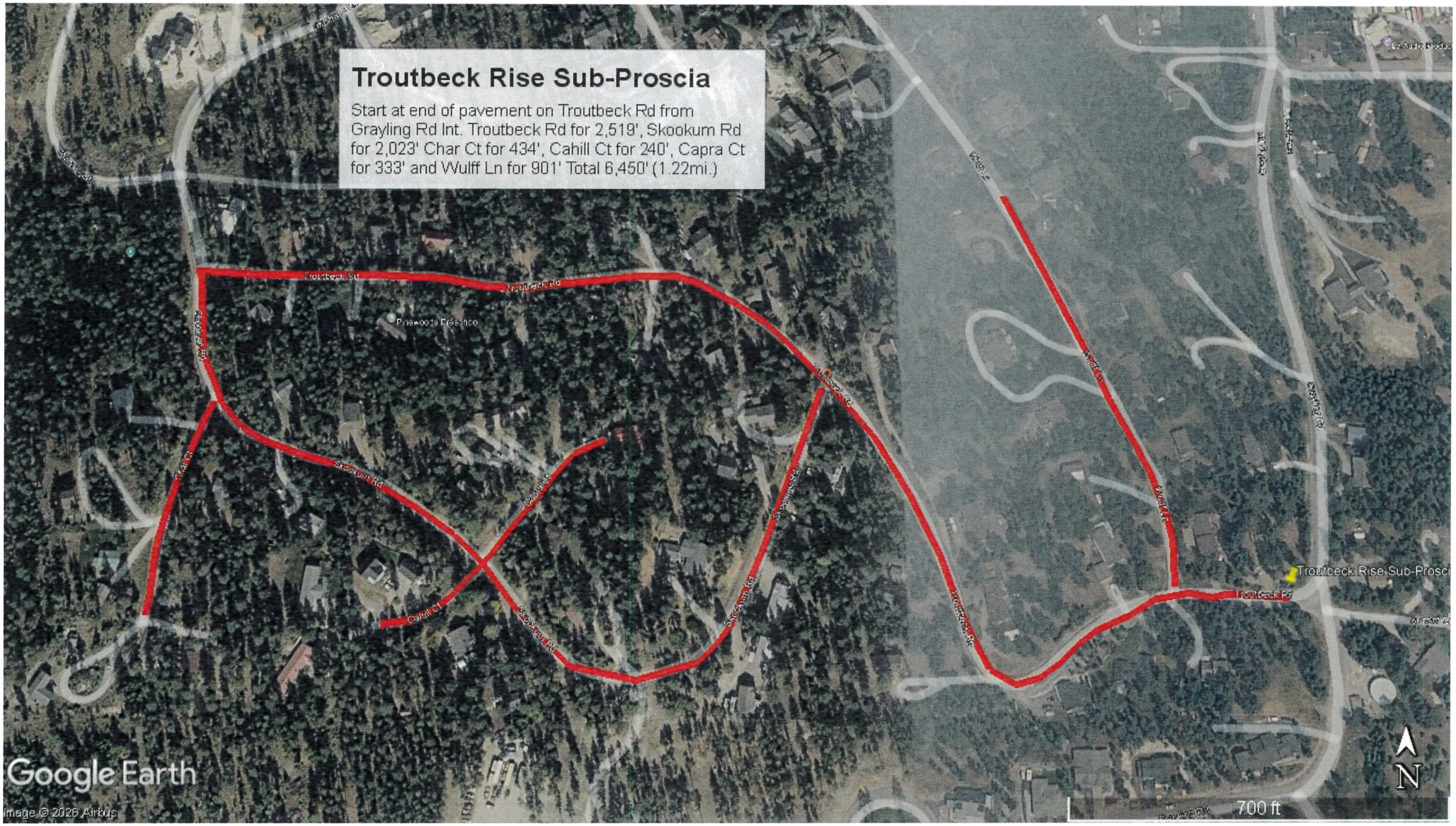

Start Point
Steel Bridge Rd
Steel Bridge Rd - Rush
Start just South of 1851 mailbox to dead end
3500 feet (.66 mi)
Google Earth
© 2018 Google
N
1000 ft

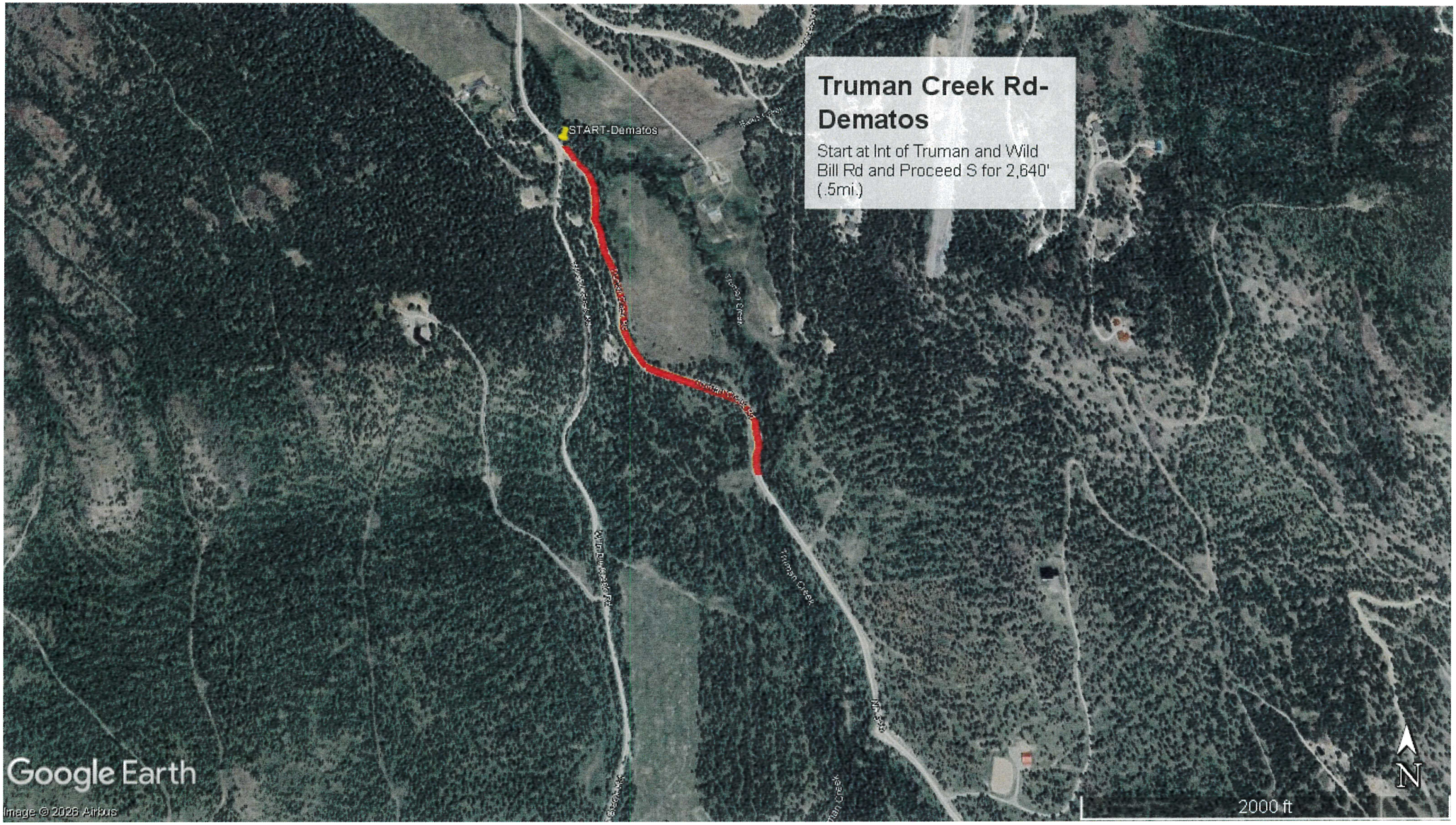

Sullivan Crossroads-
Showalter
Start at Int. of Sullivan and CFalls Stage where dirt starts and proceed E to beginning of pavement at Middle Rd Int. 5,093' (.965 mi.)
Start-Showalter
Sullivan Crossroad
Sullivan Crossroad
Middle Road-Eagleton
Start-Cordell
Google Earth
Image © 2025 Airbus
2000 ft
N


Sunset Lane-Rockman
Start at Int. of Sunset Ln & Sunset Dr
proceed to end of road 850' (.16 mi.)
98 Sunset Ln
Swan River
Start Point
Bridge St
Google Earth
500 ft
N


Swan Retreat Rd - Schnall
Start at end of pavement from Swan River Rd & Swan Retreat Rd Int proceed E to end of road 2,285' (.43mi.)
Swan River Rd
Meadow Ln
Swan Retreat Rd
Start - Schnall
Swan Retreat Rd
Swan Retreat Rd
Swan Meadows (Flathead
Swan River Rd
Horizon Construction
Google Earth
Image © 2025 Airbus
N
1000 ft


Therriault Rd-
Blair
Start at Int. of Lower Valley Rd and proceed to end of road 1777' (.34 mi.)
Lower Valley Rd
Start-Blair
Therriault Rd
Therriault Rd
Flathead River
Flathead
N
1000 ft
Google Earth


Troutbeck Rise Sub-Proscia
Start at end of pavement on Troutbeck Rd from Grayling Rd Int. Troutbeck Rd for 2,519', Skookum Rd for 2,023' Char Ct for 434', Cahill Ct for 240', Capra Ct for 333' and Wulff Ln for 901' Total 6,450' (1.22mi.)
Troutbeck Rd
Skookum Rd
Cahill Ct
Capra Ct
Wulff Ln
Troutbeck Rise Sub-Prosci
Google Earth
Image © 2026 Airbus
700 ft
N


Truman Creek Rd-
Dematos
Start at Int of Truman and Wild Bill Rd and Proceed S for 2,640' (.5mi.)
START-Dematos
Truman Creek
Google Earth
Image © 2026 Airbus
2000 ft
N


Trumble Creek Rd-Cross
Start at Int. W Conn Rd and proceed S to Hodgson Rd Int. 5280' (1mi.)
Start-Cross
Dancing Spirit Ranch
Costless Carpet of Columbia Falls
Lasalle RV Park and Campground
Dollar Rental Car
Google Earth
3000 ft
N


Vonderheide Ln
Vonderheide Lane-
Miller
Start at end of millings and proceed N to
end of road 2165' (.41mi.)
Start-Miller
Gold Country Casino
Vonderheide Ln
Google Earth
N
1000 ft


West Springcreek Rd-
Meadors
Start at Int. of W Springcreek Rd + Old
Reserve Dr and proceed N to end of County
Maintained 5280' (1 mi.)
Start-Meadors
Start
W Springcreek Rd
Google Earth
1 mi
N


Whipps Ln-Kluesner
Start at Int. of Whipps Ln + Angel Pt Rd after pavement stops + proceed N for 2450' (.46mi.) entire length of maint. road
Whipps Ln
START-Kluesner
Google Earth
2000 ft
N