

**PROJECT MANUAL
AND
CONTRACT DOCUMENTS
FOR
MUTD MOUNTAIN LINE
BUS STOP IMPROVEMENTS PROJECT
PHASE II
FOR THE
INSTALLATION OF BUS STOP SIGNAGE**



Missoula Urban Transportation District
1221 Shakespeare Street
Missoula, MT 59802

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TECHNICAL SPECIFICATIONS:

- Montana Department Of Transportation Standard And Supplemental Specifications For Road And Bridge Construction, 2020 Edition V2.0
- City of Missoula Standard Drawings for 2021-2022, for Transportation (STD-705 to STD-788) and Traffic Control (TC-101 to TC-705)
- Manual On Uniform Traffic Control Devices, 2009 Edition

DRAWINGS:

- **BSIP PH2 Scope of Work**

INVITATION TO BID

Notice is hereby given that sealed bids for the construction of: MUTD Mountain Line Bus Stop Improvements Project Phase II will be received by MUTD, 1221 Shakespeare Street, Missoula, Montana, 59802 until 12:00 PM local time, on Wednesday, January 18, 2023.

The bids will then be publicly opened and read aloud at: MUTD, 1221 Shakespeare Street, Missoula, Montana 59802 vis Zoom Meeting at the following link:

[Click here to join the BID OPENING meeting](#)

Virtual: Meeting ID 985 7445 4744, Passcode: 493762

Call In (audio only): +1 669 444 9171

This project generally consists of, but is not limited to, the removal of current bus stop signs and mounting poles, and the installation of new signs and poles throughout Missoula, Montana.

Bidders shall submit sealed bids as prescribed in the Project Manual addressed to: MUTD, 1221 Shakespeare Street, Missoula, MT, 59802, enclosed in a sealed envelope plainly marked on the outside "Proposal for MUTD Mountain Line Bus Stop Improvements Project Phase II." The envelope shall also be marked with the bidder's name, address and Montana contractor's registration number.

A complete set of the project manual, drawings and specifications may be examined by downloading the documents at <https://mountainline.com/doing-business/current-solicitations/>, or at the Missoula Urban Transportation District, 1221 Shakespeare St, Missoula, MT(406) 721-2848.

A non-mandatory pre-bid conference will be on Wednesday, January 11, 2023, at 3:00 p.m. local time. Interested contractors are strongly encouraged to attend. The pre-bid conference will be held virtually through Zoom at the following link or by contacting Colin Woodrow (cwoodrow@mountainline.com) for the invitation:

[Click here to join the PRE-BID meeting](#)

Meeting ID: 958 4940 2402 Passcode: 559935

Call In (audio only): +1 719 359 4580

Questions regarding the project manual, drawings and specifications shall be directed to MUTD's Project Manager: Colin Woodrow, at 1221 Shakespeare St, Missoula, MT 59802 via phone at (406) 721-3333 or email at cwoodrow@mountainline.com. Questions submitted after 5:00 p.m., local time, on Thursday, January 12, 2023, are not guaranteed to be answered before the bids are due.

Each proposal must be accompanied by cashier's check, certified check, or bank money order drawn and issued by a national banking association located in the State of Montana, or by any banking corporation incorporated in the State of Montana, or by a bid bond or bonds executed by a surety corporation authorized to do business in the State of Montana in the amount of ten percent (10%) of the total bid as a guarantee that the successful bidder will enter into the required contract. The bid security shall identify the same firm as is noted on the bid proposal form. Successful Bidder(s) will be required to furnish Performance and Payment Bonds in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(S) and a certificate(s) of that insurance shall be provided.

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

All laborers and mechanics employed by contractors or subcontractors in performance of the construction work shall be paid wages at rates as set out in the bid proposal. This is a Federal Davis-Bacon project.

Any contract entered into pursuant to this advertisement is subject to all appropriate federal laws, including Title VI of the Civil Rights Act of 1964.

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

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

No bid may be withdrawn after the scheduled time for the public opening of bids, which is specified above.

The Missoula Urban Transportation District provides accommodations for any known disability that may interfere with a person's ability to participate in any service, program, or activity of the Missoula Urban Transportation District. To request accommodation, please contact the Missoula Urban Transportation District at 406-721-2848.

Missoula Urban Transportation District is an Equal Opportunity Employer. All disadvantaged business enterprises (minority and women-owned) are encouraged to apply and submit bids.

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

PUBLICATION NOTICE DATES: December 18, 2022
 January 1, 2023
 January 8, 2023

Missoulia

END OF INVITATION TO BID

SECTION 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and the Supplementary Conditions. Additional terms used in these Instructions To Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. “Bidder” – The individual or entity who submits a Bid directly to Owner.
- B. “Issuing Office” – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. “Successful Bidder” – The lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner’s evaluations as hereinafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the Issuing Office. The deposit will not be refunded.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; Owner assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

ARTICLE 3 – QUALIFICATION OF BIDDERS

3.01 To demonstrate Bidder’s qualifications to perform the Work, within five (5) days of Owner’s request, Bidder shall submit written evidence, such as financial data, previous experience in performing comparable work, present commitments and other such data as may be called for in the Special Provisions.

In determining the lowest responsible bid, the following elements will be considered: whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience.

Each Bidder may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he is engaged in any other work which impairs his ability to finance this contract. The Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

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

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

4.01 Subsurface and Physical Conditions

A. The Special Provisions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities)

B. Copies of reports and drawings referenced in the Special Provisions will be made available by Owner for examination by any Bidder at the Issuing Office on request. Those reports and drawings are not part of the Contract Documents, but “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in the Special Provisions (if any). 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.

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

A. The Special Provisions identify those reports and drawings relating to Hazardous Environmental Conditions identified at the Site, if any.

B. Copies of reports and drawings referenced in the Special Provisions will be made available by Owner for examination by any Bidder at the Issuing Office on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in the Special Provisions has been identified and established in paragraph 4.06 of the General 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.

4.04 Responsibility for Adequacy of Data Furnished

A. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 Access to the Site

A. Upon request, Owner will provide Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill and compact all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Other Work at the Site

Reference is made to the Special Provisions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

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

A. Examine and carefully study the Bidding Documents including any Addenda and the other related data identified in the Bidding Documents;

B. Visit the site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work; including but not limited to those general and local conditions affecting transportation, disposal, handling and storage facilities, availability of labor, water, power, roads, climactic conditions and seasons, physical conditions at the work Sites and project area as a whole, job site topography and ground conditions, equipment and facilities needed preliminary to and during work prosecution;

C. Become familiar with and satisfy Bidder as to all federal, State and Local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions;

E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its bid that no further examinations, investigations, exploration, tests, studies or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

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

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, exploration, tests, studies, and data with the Bidding Documents.

I. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to the Bidders; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 Representation Made by Submitting a Bid

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

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-bid conference will be held at the time and place listed in the Invitation to Bid. Representatives of Owner will be present to discuss the project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easement for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct or change the Bidding Documents as deemed advisable by Owner.

7.03 Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his proposal, shall be covered in the Bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged on the Bid Form. Any Bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid Security made payable to Owner in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of cash, a cashier's check, certified check, bank

money order, or bank draft, in any case drawn and issued by a national banking association located in Montana or by any banking corporation incorporated under the laws of Montana; or a Bid Bond (on a form attached if a form is prescribed) issued by a surety authorized to do business in Montana meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions. Bid Bonds shall be countersigned by a Resident Montana Agent.

8.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents and furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may void the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of (7) seven days after the Effective Date of the Agreement or (91) ninety-one days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within (14) fourteen days after 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) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Special Provisions require or the Owner would request the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, individuals or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner after due investigation has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If the apparent Successful Bidder declines to make any such substitution, the Owner may determine such Bidder to be non-responsive and reject the Bid. Declining to make requested substitution will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of

the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Owner. Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the Bid being submitted may be rejected as irregular.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. The Bid Form contains a schedule for conditional alternates; bids shall be supplied for these items in accordance with the Special Provisions.

13.03 Bids by a corporation must be executed in the corporate name by the president or a vice-president or other corporate officer who is authorized to bind the corporation, and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. The Bid of a corporation, which is signed by a person other than a corporate officer, must be accompanied by evidence of authority to sign.

13.04 A bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The State of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a Joint Venture shall be executed by each Joint Venturer in the manner indicated on the Bid form. The official address of the Joint Venture must be shown below the signature.

13.08 All signatures are to be in ink and names must be typed or printed below the signature. The title of the person(s) executing the Bid shall be clearly indicated beneath the signature.

13.09 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Bids in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 Current Montana Contractor's registration number, if any, must be shown.

ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

14.01 Bids.

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form – Unit Price Schedule as provided in the Bid Form. The Bid will not be considered unless the Bid Form has been completed in accordance with Article 13. Bids and totals shall be shown legibly in their proper locations. The total amount of the Bid shall be legibly written and numerically presented in the proper places and the Bid Form shall be manually signed.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

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

ARTICLE 15 – SUBMITTAL OF BID

15.01 Each prospective Bidder is to execute one copy of the Bidding Documents. The Bid form is to be completed and submitted with the Bid security along with additional documents, if any, as identified in the Special Provisions.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed bid shall be addressed to the address shown in the Invitation To Bid.

15.03

A. The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 8 of these Instructions to Bidders.

B. Alternative Bids will not be considered unless called for.

C. Bids by telephone, telegraph, fax or other telecommunication systems will not be considered.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BIDS

16.01 Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids as called for in the Invitation to Bid. Requests for modification or withdrawal must be written and must be signed in the same manner and by the same person(s) who signed the Bid.

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

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time set for opening in the Invitation to Bid.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – AWARD OF CONTRACT

19.01 Owner reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner also reserves the right to waive all informalities not involving price, time or changes in Work and to negotiate contract terms with the Successful Bidder. Owner reserves the right to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to that Bidder whether because Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of the Bidder and the rejection of all Bids in which that bidder has an interest.

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

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Special Provisions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered. The Owner reserves the right to accept or reject the Bids, or portions of Bids if denoted in the Bid as separate schedules, and to award more than one Bid or schedule for the same Bid if any of the aforementioned combination of Bids or schedules will be in the best interest of the Owner. The Owner reserves the right to cancel the award of any Agreement at any time before the complete execution of said Agreement by all parties without any liability against the Owner.

ARTICLE 20 – CONTRACT SECURITY

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

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents

which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the Agreements and attached documents to OWNER. Within fifteen (15) days thereafter OWNER shall deliver as least one fully signed counterpart to Successful Bidder with a complete set of the Drawings and Specifications.

ARTICLE 22 – STATE LAWS AND REGULATIONS

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

ARTICLE 23 – CITY OF MISSOULA LICENSE AND BOND REQUIREMENTS

23.01 Any Contractors engaged in public work in the City of Missoula are required to have a license from the City of Missoula based upon the nature of the work. A bond is also required for each type of work in the City of Missoula. Licenses are obtainable at the office of the City Development Services, City Hall, Missoula, Montana.

ARTICLE 24 - NON-DISCRIMINATION

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

ARTICLE 25 - AFFIRMATIVE ACTION POLICY

25.01 Contractors, subcontractors, sub grantees, and other firms doing business with the Missoula Urban Transportation District must be in compliance with the MUTD's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

25.02 MUTD's AFFIRMATIVE ACTION POLICY STATEMENT IS: MUTD may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the Missoula Urban Transportation District.

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

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

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

ARTICLE 26 – DISADVANTAGED BUSINESS ENTERPRISE

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MUTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

MUTD has established an overall DBE goal of 5% for FFY 2023-2025 anticipated to be met fully by race-neutral measures.

ARTICLE 27 – SPECIAL FUEL USER PERMIT REQUIREMENTS

Use only tax paid fuel on a construction contract for road, street, or bridge construction, repair or maintenance located on public roads and highways of the State of Montana.

END OF SECTION

Exhibit A: Pricing Proposal and Completion Date Form					
Missoula Urban Transportation District					
DATE:					
Line Item	Description	U/M	Qty.	Unit Price	Total
Schedule GR: Project General Requirements					
GR1	Construction Traffic Control	LS	1		
Subtotal, Schedule GR					
Schedule A: Bus Stop Signage					
Line Item	Description	U/M	Qty.	Unit Price	Total
1a	Install pole (in-ground)	EA	202		
1b	Install pole (surface-mounted to concrete)	EA	15		
1c	Remove and install pole (reuse existing anchor)	EA	4		
2a	Remove pole (concrete, existing sign anchor)	EA	7		
2b	Remove pole (in-ground)	EA	141		
3	Yellow expoxy curb striping (65 locations)	LF	1,335		
4	White expoxy curb striping (111 locations)	LF	4,605		
Subtotal, Schedule A					
Total Amount, All Schedules (GR & A)					

B. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (0) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the prices) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

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

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

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the prices as shown on the attached Bid Form – Unit Price Schedule.

A. Unit Prices have been computed in accordance with paragraph 11.03. of the General Conditions.

- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
 - C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed on the attached Bid Form – Unit Price Schedule after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
 - D. The OWNER reserves the right to reject any or all bids.
- 6.01** Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01** The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions To Bidders.
 - B. AGENCY required certifications. (Refer to Special Provisions, for AGENCY certifications and requirements.)
 - C. Any requirements per Special Provisions, including: (1) tabulation of Subcontractors, Suppliers, and others; (2) individuals and entities required to be identified in this Bid; (3) required Bidder qualifications statement with supporting data; and,
 - D. List other documents as pertinent.

ARTICLE 8 – BID SUBMITTAL

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

SUBMITTED on _____, _____
(Date) (Year)

Montana Contractor's Registration # (if any) _____

Employer's Tax ID No. _____

For Projects including any concrete curb/gutter and/or sidewalk construction (otherwise enter N/A):

Name(s) of current ACI Certified Concrete Flatwork Technician for Project: _____
*minimum of one(1) required

ACI Concrete Flatwork Technician Certification ID#: _____

Name(s) of current ACI Certified Flatwork Technician for project: _____

ACI Concrete Flatwork Technician Certification ID#: _____

If BIDDER is:

An Individual:

Name: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership:

Name: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Corporation:

Name: _____
(Corporation Name)

State of Incorporation: _____

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

By: _____
(Signature of person authorized to sign)

Title: _____

Attest: _____
(Signature)

Business Address: _____

Phone No.: _____ FAX No: _____

Date of Qualification To Do Business Is: _____

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

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

END OF SECTION

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.
BIDDER (Name and Address):

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

Missoula Urban Transportation District (MUTD)
1221 Shakespeare Street
Missoula, MT 59802

BID

Bid Due Date:

Project as described in the Invitation to Bid:

MUTD Mountain Line Bus Stop Improvements Phase II
Missoula, Montana

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum _____
(Words) (Figures)

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

BIDDER

(SEAL)

SURETY

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

PENAL SUM FORM

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

SECTION 00500

AGREEMENT FORM

This Agreement is dated as of the ____ of _____ in the year ____ by and between Missoula Urban Transportation District, hereinafter called "Owner" and _____, hereinafter called "Contractor". Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

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

As described in the Invitation to Bid.

Article 2. THE PROJECT

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

MUTD Mountain Line Bus Stop Improvement Project Phase II

Article 3. ENGINEER

3.01 The Project has not designated an Engineer or Owner's Representative. All duties and responsibilities in connection with completion of the Work in accordance with the Contract Documents will be undertaken by Owner.

Article 4. CONTRACT TIME

4.01 Time of the Essence.

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

4.02 Days to achieve Substantial Completion.

A. The Work will be substantially complete within 180 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five-hundred dollars (\$200.00) for each day that expires thirty (30) days after the time specified in paragraph 4.02 for Substantial Completion. This liquidated damages clause is subject to the provision that the

contractor is awarded all of the work shown on the Bid Form – Unit Price Schedules under the terms of this contract.

Article 5. CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Bid Form – Unit Price Schedule attached in the Contract Documents. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Owner in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions. Any change in Contract price will only be made through a properly executed Change Order in accordance with the Contract Documents.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

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

6.02 Progress Payments; Retainage:

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Owner, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Bid Form – Unit Price Schedule for that item.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.
 - a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.
 - b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions.
 - c. Contractor will be required to pay Gross Receipts Tax in accordance with local and state guidelines, and complete applicable forms, as required.
 2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

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

Article 7. INTEREST:

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

Article 8. CONTRACTOR'S REPRESENTATION:

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents
 - B. Contractor is familiar with and is satisfied as to all federal, state and local laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - C. Contractor has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.
 - D. Contractor has carefully studied all: reports, if any, of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractors purposes. Contractor acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following
 - 1. Invitation to Bid (Pages 1 to 2, inclusive);
 - 2. Instructions to Bidders (Pages 1 to 10, inclusive);
 - 3. Bid Form (Pages 1 to 5, inclusive);
 - 4. Bid Proposal – Unit Price Bid Sheet (Pages 1 to 1, inclusive);
 - 5. Bid Bond (Pages 1 to 2, inclusive);
 - 6. This agreement (Pages 1 to 6, inclusive);
 - 7. Notice of Award (Pages 1 to 1, inclusive);
 - 8. Notice to Proceed (Pages 1 to 1, inclusive);
 - 9. Performance Bond (Pages 1 to 2, inclusive);
 - 10. Payment Bond (Pages 1 to 2, inclusive);
 - 11. Application for Payment (Pages 1 to 2, inclusive);
 - 12. Claim Form (Pages 1 to 1, inclusive);
 - 13. Work Change Directive (Pages 1 to 1, inclusive);
 - 14. Change Order (Pages 1 to 1, inclusive);
 - 15. Field Order (Pages 1 to 1, inclusive);
 - 16. Certificate of Substantial Completion (Pages 1 to 2, inclusive);
 - 17. Certificate of Final Acceptance (Pages 1 to 1, inclusive);
 - 18. Standard General Conditions (Pages 1 to 68, inclusive);
 - 19. Supplementary Conditions to General Conditions (Pages 1 to 12, inclusive);
 - 20. Special Provisions (Pages 1 to 17, inclusive);
 - 21. Federal Davis Bacon Act Wage Determinations (Pages 1 to 11, inclusive);
 - 22. MDT Standard Specifications for Road and Bridge Construction (Pages 1 to 7, inclusive);
 - 23. City of Missoula Sign Base Standard, STD-270 (Pages 1 to 1, inclusive);
 - 24. MUTD Sign Installation Guidelines (Pages 1 to 1, inclusive);
 - 25. Affidavit of Bills Paid for Release of Final Payment (Pages 1 to 1, inclusive);
 - 26. Request for Information Form (Pages 1 to 1, inclusive);
 - 27. S-Square Tube Products Square Anchor Installation Instructions (Pages 1 to 1, inclusive);
 - 28. Federal Transit Administration (FTA) and Federal Contract Clauses (Pages 1 to 23, inclusive);
 - 28. Certification and Restrictions on Lobbying (Pages 1 to 1, inclusive);
 - 29. Debarment and Suspension Certification (Pages 1 to 1, inclusive);
 - 30. Certificate of Compliance with Buy America Requirements (Pages 1 to 1, inclusive);
 - 31. Disadvantaged Business Enterprise (DBE) Form (Pages 1 to 1, inclusive);
 - 32. Technical Specifications as listed in the “Index to Contract” of the Contract Documents; and
 - 33. Drawings as listed in the “Index to Contract” of the Contract Documents.
- B. The Documents listed in paragraph 9.01 are attached to this Agreement (except as expressly noted otherwise above)
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 10. MISCELLANEOUS:

10.01 Terms.

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

10.02 Assignment of Contract.

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

10.03 Successors and Assigns

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

10.04 Severability

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

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

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

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

Party of the First Part (**OWNER**)
Missoula Urban Transportation District

MUTD Representative	Title	Date
---------------------	-------	------

STATE OF MONTANA) ss.
County of Missoula)

On this _____ day of _____, _____ before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first hereinabove written.

(Notary signature)

(SEAL)

(Name-typed, stamped or printed; Title & rank)

(Residing at)

My commission expires _____

Party of the Second Part: **(CONTRACTOR)**

Name: _____

By: _____
(signature)

Title: _____

STATE OF _____) ss.

County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first hereinabove written.

(SEAL)

(Notary signature)

(Name-typed, stamped or printed; Title & rank)

(Residing at)

My commission expires _____

END OF SECTION

FORM C-510

NOTICE OF AWARD

Dated: _____

Project Name: MUTD Mountain Line Bus Stop Improvements Project Phase II

Owner: Missoula Urban Transportation District

Contract: MUTD Mountain Line Bus Stop Improvements Project Phase II

Bidder: _____ *Send Certified Mail
Return Postage Requested*

Address: _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract as described in the Invitation to Bid.

The Contract Price of your Contract is _____.

TBD Copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

TBD Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 1 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents, the Contract security [Bonds] and Insurance Certificates as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:
 - a.) _____
 - b.) _____
 - c.) _____

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

Missoula Urban Transportation District
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

FORM C-550

NOTICE TO PROCEED

Dated: _____

To: _____
(CONTRACTOR)

*Send Certified Mail
Return Postage Requested*

Address: _____

Contract: MUTD Mountain Line Bus Stop Improvements Project Phase II

Contract for: The project as described in the Invitation to Bid.

You are notified that the Contract Time under the above contract will commence to run no later than _____. By that date, you are to start performing your obligations under the Contract Documents. The date of Substantial Completion for all Work is _____.

Before you may start any Work at the site, the General Conditions provides that you must deliver to the Owner (with copies to ENGINEER) certificates of insurance which must be purchased and maintained in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (ADD OTHER REQUIREMENTS):

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____

Missoula Urban Transportation District
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

FORM C-610

PERFORMANCE BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.
CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address): **Missoula Urban Transportation District**
1221 Shakespeare Street
Missoula, MT 59802

CONTRACT

Date:
Amount:
Description as described in the Invitation to Bid:

BOND

Bond Number:
Date (Not later than Bid due date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company: _____ (SEAL)
Signature: _____
Name and Title: _____

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

CONTRACTOR AS PRINCIPAL

Company: _____ (SEAL)
Signature: _____
Name and Title: _____

SURETY

Surety Name and Corporate Seal (SEAL)
By: _____
Signature and Title:
(Attach Power of Attorney)

Attest: _____
Signature and Title:

SURETY

Surety Name and Corporate Seal (SEAL)
By: _____
Signature and Title:
(Attach Power of Attorney)

Attest: _____
Signature and Title:

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

FORM C-615

PAYMENT BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.
CONTRACTOR (Name and Address): _____ SURETY (Name and Address of Principal Place of Business): _____

OWNER (Name and Address): **Missoula Urban Transportation District**
1221 Shakespeare Street
Missoula, MT 59802

CONTRACT

Date: _____
Amount: _____
Description as described in the Invitation to Bid.

BOND

Bond Number: _____
Date (Not later than Bid due date): _____
Amount: _____
Modifications to this Bond Form: _____

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

CONTRACTOR AS PRINCIPAL

Company: _____ (SEAL)
Signature: _____
Name and Title: _____

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

CONTRACTOR AS PRINCIPAL

Company: _____ (SEAL)
Signature: _____
Name and Title: _____

SURETY

Surety Name and Corporate Seal (SEAL)

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

Attest: _____
Signature and Title:

SURETY

Surety Name and Corporate Seal (SEAL)

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

Attest: _____
Signature and Title:

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

APPLICATION FOR PAYMENT NO. _____

To Missoula Urban Transportation District (OWNER)

Contract for MUTD Mountain Line Bus Stop Improvements Project Phase II

For Work accomplished through the date of _____

ATTACHMENT: Application for payment – Unit Price Sheet No. _____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all 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, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER),

Dated _____, _____
MONTH/DAY YEAR CONTRACTOR

By _____

Payment of the AMOUNT DUE THIS APPLICATION, as shown on the attachment, is recommended.

Dated _____, _____
MONTH/DAY YEAR MUTD
OWNER

By _____

CLAIM FORM

*In accordance with Section 10.05 of the General Conditions, all claims except those waived pursuant to Paragraph 14.09, shall be referred to the Owner for decision. Written notice stating the general nature of each Claim shall be delivered by the claimant to Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Owner within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). **This Claim Form must be submitted to Owner to initiate a Change Order.***

Date Claim Form Issued to Owner: _____ Date of Event of Claim: _____

Project Name: MUTD Mountain Line Bus Stop Improvements Project Phase II

Description of Event: _____

Attachments: (List documents supporting Claim): _____

Requested Claim Change in Contract Price (increase/decrease): _____

Requested Claim Change in Contract Times (increase/decrease): _____

I hereby certify that this Claim represents the entire adjustment to which I believe I am entitled as a result of the Event described above. I further certify that I have submitted a copy of this Claim and any attachments to the other party to the contract for which this claim is submitted.

Claimant: _____ By: _____

(Signature)

Date: _____ Name: _____

(Print)

For Owner's Use:

The above listed Claim is hereby: _____ Approved _____ Partially Approved _____ Denied

Comments: _____

Owner's Signature: _____ Date: _____

FORM C-940

WORK CHANGE DIRECTIVE

No: _____

Date of Issuance: _____ Effective Date: _____

Project Name: MUTD Mountain Line Bus Stop Improvements Project Phase II

Owner: Missoula Urban Transportation District

Engineer's Project No. N/A Date of Contract: _____

Contract: MUTD Mountain Line Bus Stop Improvements Project Phase II

Contractor: _____

Address: _____

You are directed to proceed promptly with the following change(s):

Item No:	Description:

Attachments (list documents supporting change): _____

Estimated change in Contract Price and Contract Times:

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

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Contractor Signature

Owner Approval

Date

Date

FORM C-941

CHANGE ORDER

No: _____

Date of Issuance: _____

Effective Date: _____

Project Name: MUTD Mountain Line Bus Stop Improvements Project Phase II

Owner: Missoula Urban Transportation District

Engineer's Project No. N/A

Date of Contract: _____

Contract: MUTD Mountain Line Bus Stop Improvements Project Phase II

Contractor: _____

Address: _____

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

Description: _____

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ _____

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

Contract Price prior to this Change Order:
\$ _____

[Increase] [Decrease] of this Change Order:
\$ _____

Contract Price incorporating this Change Order:
\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: _____ Working Days
_____ Calendar Days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contractor Signature

Owner Approval

Date

Date

FIELD ORDER

No: _____

Date of Issuance: _____ Effective Date: _____

Project Name: MUTD Mountain Line Bus Stop Improvements Project Phase II

Owner: Missoula Urban Transportation District

Engineer's Project No. N/A Date of Contract: _____

Contract: MUTD Mountain Line Bus Stop Improvements Project Phase II

Contractor: _____

Address: _____

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Owner immediately and before proceeding with this work.

Reference: _____

(Specific Section(s))

(Drawing(s) / Detail(s))

Description: _____

Attachments: _____

Owner: _____

Receipt Acknowledged by (Contractor):

Date: _____

Receipt Acknowledged by (Owner): _____

Date: _____

Copy to Owner

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: MUTD Mountain Line Bus Stop Improvements Project Phase II

Owner: Missoula Urban Transportation District

Engineer's Project No. N/A Date of Contract: _____

Contract: MUTD Mountain Line Bus Stop Improvements Project Phase II

Contract for (Work): As described in the Invitation to Bid

Contractor: _____

Address: _____

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, and CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion (with exceptions noted).

The responsibilities between the OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

1. OWNER:

- a.) _____
- b.) _____
- c.) _____
- d.) _____
- e.) _____
- f.) _____
- g.) _____

2. CONTRACTOR:

- a.) _____
- b.) _____
- c.) _____
- d.) _____
- e.) _____
- f.) _____
- g.) _____

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

Executed by CONTRACTOR on _____, 20____

(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

OWNER accepts this Certificate of Substantial Completion on _____, 20____

Missoula Urban Transportation District
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

CERTIFICATE OF FINAL ACCEPTANCE

Project Name: MUTD Mountain Line Bus Stop Improvements Project Phase II Project #: N/A
Location: Missoula, Montana Date:

Owner: _____

Contractor: _____ Contract Date: _____
_____ Contract Amount: _____

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

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

Notes:

Contractor By _____ Date _____

Missoula Urban Transportation District
Owner By _____ Date _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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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 and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. 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 Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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

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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. 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.

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

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

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

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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 liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims 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.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss 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 perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it 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; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. 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 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 by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *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. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

B. 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. *Submittal Procedures:*

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

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 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 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 or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

- 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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the 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; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:*
 1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 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 9.07, 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 Documents; 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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. *Engineer's Review of Application and Acceptance:*

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

- 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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00810

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

These Supplementary Conditions to the General Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

SC - 2.01 DELIVERY OF BONDS

Add the following to Paragraph: 2.01.A

Owner shall furnish to Contractor six copies of the Agreement and other Contract Documents bound therewith. Contractor shall execute the Agreement, attach executed copies of the required Bonds, Power of Attorney, and Certificate of Insurance and submit all copies to Owner who will forward them to the Owner. Owner shall execute all copies and return two copies to the Contractor. Owner shall also furnish a counterpart or conformed copy to the Engineer and shall retain three copies.

SC – 2.03 NOTICE TO PROCEED

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

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

SC - 2.05 BEFORE STARTING CONSTRUCTION

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

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

SC - 2.07 INITIAL ACCEPTANCE OF SCHEDULES

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

Prior to the first application for payment all schedules and documents identified in paragraph 2.05.A shall be finalized and acceptable to the Engineer and Owner. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner as provided below. Acceptance of these schedules and documents by either Engineer or Owner will neither impose on Engineer or Owner responsibility for the sequencing, scheduling or progress of the Work and will not interfere with or relieve Contractor from Contractor's full responsibility therefore.

Add the following after Paragraph 2.07.A.3:

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

SC - 4.01 AVAILABILITY OF LANDS

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

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

SC - 4.02 - SUBSURFACE AND PHYSICAL CONDITIONS

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

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

Delete the reference to Supplementary Conditions in paragraph 4.02.B and replace with Special Provisions.

SC – 4.03 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

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

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

No claim for an adjustment in the contract price or contract times (or Milestones) will be valid for differing subsurface or physical conditions if procedures of this paragraph 4.03 are not followed.

SC - 4.04 - UNDERGROUND FACILITIES

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

3. At least 2 but not more than 10 business days before beginning any excavation, the Contractor shall according to MCA 69-4-501, notify all owners of underground facilities and coordinate the Work with the owners of such underground facilities. The information shown or indicated in the Contract Documents with respect to existing underground facilities is based on information and data obtained from the owners of the facilities without field exploration, and as such, Owner and Engineer are not responsible for the accuracy or completeness of such information or data.

SC - 4.06 - HAZARDOUS ENVIRONMENTAL CONDITION AT SITE

Change the first sentence of paragraph A to read as follows:

A. Reports and Drawings: The Special Provisions identify those reports.....

SC- 5.02 LICENSED SURETIES AND INSURERS

Add the following to the end of Paragraph 5.02.A

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

copies of the insurance policy shall have been filed with the Owner and the Engineer.

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

SC – 5.04 CONTRACTOR’S LIABILITY INSURANCE

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

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

1. Workers’ Compensation, etc. under Paragraphs 5.04.1 and 5.04.2 of the General Conditions.

a.	State	Statutory
b.	Applicable Federal (e.g. Longshoremans)	Statutory
c.	Employer’s Liability	<u>\$ 500,000.00</u>

2. Contractor’s Liability Insurance under Paragraphs 5.04.A.3 through 5.04. A.6 of the General Conditions which shall also include completed operations and product liability coverage.

a.	GENERAL AGGREGATE	<u>\$ 3,000,000.00</u>
b.	Products-Completed Operations Aggregate	<u>\$ 3,000,000.00</u>
c.	Personal and Advertising	
d.	Each Occurrence (Bodily Injury and Property Damage)	<u>\$ 1,000,000.00</u>
e.	Coverage will include:	
	1. Premises - Operations	
	2. Operations of Independent Contractor	
	3. Contractual Liability	
	4. Personal Injury	
	5. Products and Completed Operations	

6. Broad Form Property Damage will include explosion, collapse, blasting and underground where applicable.
7. Per Project Aggregate Endorsement

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:

Each Person	\$ 500,000.00
Each Accident	\$ 1,000,000.00

<u>Property Damage:</u>	
Each Accident	\$1,000,000.00

(or)

- b. Combined Single Limit \$ 1,000,000.00

Coverage to Include

1. All Owned
2. Hired
3. Non-Owned

4. Contractor's Liability Insurance under 5.04.A.3 through 5.04.A.6 may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than \$1,000,000.00. Deductible not to exceed \$5,000.00 per occurrence on property damage.

5. Add a new paragraph at the end of Paragraph 5.04.B. 1 of the General Conditions as follows:

The Contractor's insurance coverage shall name the Owner, and Engineer and Engineer's Consultants as an additional insured under Commercial General Liability, Automobile Liability, Excess or Umbrella policies.

6. The Contractual Liability coverage required by Paragraph 5.04.B.4. of the General Conditions shall provide coverage for not less than the following amounts:

Each Occurrence	<u>\$ 1,000,000.00</u>
Aggregate	<u>\$ 3,000,000.00</u>

SC- 5.04.B.5 CANCELTATION NOTICE

Amend paragraph 5.04.B.5 of the General Conditions by striking out the words “30 days” and replacing them with the words “45 days” and as so amended paragraph 5.04.B.5 remains in effect.

SC - 5.06 PROPERTY INSURANCE

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

- A. Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. Include the interests of Owner, Contractor, Subcontractors, Sub-Subcontractors Engineer, Engineer’s Consultants, and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. be written on a Builder’s Risk “all risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by floods), and other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to the fees and charges of engineers and architects);
 4. cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and
 5. be endorsed to allow occupancy and partial utilization of the Work by Owner.

6. include testing and start-up; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall be responsible for any deductible or self-insured retention.
- C. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC5.06 shall comply with the requirements of Paragraph 5.06.C of the General Conditions.
- D. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Article 5.06.A shall comply with the requirements of GC - 5.06.C. The qualifications of the insurance company shall comply with the requirements of SC- 5.02.A.

SC-6.02 Working Hours

Add the following to Paragraph 6.02.B:

Regular working hours are defined as 8:00 AM. to 5:00 P.M. Emergency work may be done without prior permission.

SC-6.04 PROGRESS SCHEDULE

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

1. Contractor shall submit to Engineer with each application for payment an updated progress schedule reflecting the amount of work completed and adjustments to future work. Such adjustments will be acceptable to Engineer as providing an orderly progression of the Work to completion within any specified milestones and the Contract Time. No progress payment will be made to Contractor until the updated schedules are submitted to and acceptable to Engineer and Owner. Review and acceptance of progress schedules by the Engineer will neither impose on Engineer responsibility for the sequencing, scheduling or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

SC- 6.13 SAFETY AND PROTECTION

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

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

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

- J. Safety provisions must be entirely adequate and meet with City or State and Federal regulations to protect the public on these streets and roads.

SC- 6.20 INDEMNIFICATION

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

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

SC-9.03 PROJECT REPRESENTATIVE

Refer to the Special Provisions for identification of the responsibilities and authority and limitations of the Engineer's Resident Project Representative (if any).

SC- 11.01 COST OF THE WORK

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

11.01.A.5.c The rental of all construction equipment and machinery and parts thereof whether rented from Contractor or rented from others. The cost shall be calculated as follows and will include the costs of transportation, loading, unloading, assembly, dismantling and removal thereof for equipment involved only in the changed portion of the work covered under the cost of the Work method. Transportation, loading and assembly costs will not be included for equipment already on the site which is being used for other portions of the Work. The cost of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. Hourly equipment and machinery rates shall be calculated from the Rental Rate Blue Book for Construction Equipment, and the Equipment List submitted according to SC 2.05 and SC 2.07, and as follows:

1. For working equipment, the hourly rate shall be the monthly rental rate divided by 176 hours per month plus the hourly operating cost.
2. For equipment on standby, the hourly rate shall be 50% of the monthly rental rate divided by 176 hours per month, and the hourly operating cost shall not be applied.
3. For specialized equipment rented for a short duration used for change order work or additional work not part of the scope of work bid, the

equipment rental rates will be negotiated prior to the work being performed.

SC-11.03 UNIT PRICE WORK

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

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

SC- 14.02.A APPLICATIONS FOR PAYMENTS

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

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

Add the following to Paragraph 14.02.A.3:

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

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

4. Each application for progress payment shall be accompanied by Contractor's updated progress schedule, shop drawing schedule, procurement schedule, and other data specified herein or reasonably required by Owner or Engineer. The Owner reserves the right to require submission of monthly certified payrolls by the Contractor.

SC – 14.02.C PAYMENT BECOMES DUE

Delete Paragraph 14.02.C.1 of the General Conditions in its entirety and insert the following in its place:

1. The Owner will, upon presentation to him of the Contractor's Application for Payment with Engineer's recommendation, review and act upon said payment request once each month on or about the day of each month stipulated by the Owner at the preconstruction conference. Payment will become due when Owner approves the application for payment and when due, will be paid by Owner to Contractor.

SC- 14.02.D.1.c

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

...entitling Owner to a set-off against the amount recommended, including liquidated damages;or...

SC-14.03 CONTRACTORS WARRANTY OF TITLE

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

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

SC- 14.05 PARTIAL UTILIZATION

Add the following to Paragraph 14.05.A:

Owner has the right to take possession of or use any completed or substantially completed portions of the work at any time, but such taking possession or use will not be deemed an acceptance of any work not completed in accordance with the Contract Documents. Owner's use of any facilities so identified in the Contract Documents will not be grounds for extension of the contract time or change in the contract price. Owner's use of any facilities not specifically identified in the Contract Documents will be in

accordance with conditions agreed to prior to such use, and any extra costs or delays in completion incurred and properly claimed by Contractor will be equitably adjusted with a Change Order. Facilities substantially completed in accordance with the Contract Documents which are occupied or used by Owner prior to substantial completion of the entire work will be done in accordance with General Conditions 14.04. Guarantee periods for accepted or substantially completed work including mechanical and electrical equipment will commence upon the start of continuous use by Owner. All tests and instruction of Owner's personnel must be satisfactorily completed, and Owner shall assume responsibility for and operation of all facilities occupied or used except as may arise through portions of work not yet completed by Contractor. If the work has been substantially completed and the Engineer certifies that full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted.

SC- 14.06 FINAL INSPECTION

Add the following to Paragraph 14.06.A:

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

SC- 17.01 GIVING NOTICE

Add the following to Paragraph 17.01.A:

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

END OF SECTION 00810

SPECIAL PROVISIONS & MPWSS SECTION 00850

1. GENERAL

The following information contains Special Provisions prepared for this specific project. As recommended by Montana Public Works Standard Specifications (MPWSS), any exceptions or modifications to the General Conditions, Section 00700, or to the Supplementary Conditions to the General Conditions, Section 00810, should be made in one place. MPWSS Section 00850 has been incorporated into these special provisions.

These Project Special Conditions are special provisions that modify and/or supplement in part the General Conditions or the Technical Specifications of the contract. In the event of a conflict, these Project Special Conditions shall take precedence. These Project Special Conditions are incorporated into this Contract Agreement.

These Project Special Provisions were developed for the overall design of all 85 bus stops. Not all special provisions are applicable to individual bus stops. It shall be the responsibility of the contractor to be familiar with each bus stop to determine what special provisions are applicable prior to bidding.

2. LANDSCAPING, IRRIGATION, AND TOPSOIL

The Contractor shall be responsible for the repair of all damaged underground irrigation systems located outside of Public Rights-Of-Way. Repair of damaged irrigation systems located within Public Rights-Of-Way will be the responsibility of the Contractor, incidental to the Contract. The Contractor shall place all irrigation appurtenances in the corresponding yard and cap all broken lines to avoid flooding and erosion problems.

Every reasonable attempt must be made to minimize damage to existing boulevard areas. All damaged areas outside the work zones shown on Standard Drawings STD 130 & STD 131 must be reclaimed with top soil or sod.

No additional compensation shall be provided for removal of existing landscaping and sod.

The Contractor may be assessed damages based on the evaluation of the City of Missoula Urban Forester for damage to trees within the construction site, unless noted otherwise.

Topsoil shall be placed, free of rocks and clumps, adjacent to the sidewalk and landscaped areas.

3. PARKED CARS

The Contractor will be responsible for the removal of parked cars within the construction zone by signing and notification at least 48 hours (1 week preferred) in advance of moving onto the site. If the Contractor has made a reasonable effort to have a vehicle removed from the construction zone but is unsuccessful, the Contractor shall contact the MUTD Representative, who may then have the vehicle removed if necessary. If an unauthorized vehicle parks within a properly signed construction zone, the Contractor shall again contact the MUTD Representative, who may then have the vehicle removed if necessary.

4. PREVAILING WAGE RATES

The Contractor shall utilize the most current **Federal Davis-Bacon Act Wage Rates for Highway Construction.**

5. LIEN/CLAIM WAIVERS AND AFFIDAVIT OF BILLS PAID FOR RELEASE OF FINAL PAYMENT

Bidder's attention is invited to General Conditions, Section 14.07 which requires completion and submission of construction lien/claim waivers and an Affidavit of Bills Paid for Release of Final Payment.

Forms are provided near the end of this contract bidding document. Use of alternative form requires pre-approval of the MUTD Legal Council.

9. PRE-BID INFORMATION

Prior to bidding, all questions and requests for information concerning this project shall be directed in writing to:

Missoula Urban Transportation District
Attn: Colin Woodrow
1221 Shakespeare St
Missoula, Montana 59802
cwoodrow@mountainlie.com

In accordance with the Standard General Conditions of the Construction Contract.

10. COPIES OF CONTRACT DOCUMENT AND CONSTRUCTION PLANS AND OTHER RELATED DATA:

The successful bidder shall be given two (2) sets of contract documents and Construction Plans at the time of contract award.

11. CONTRACT AND CONSTRUCTION COORDINATION

11.1 Schedule

The Owner will cooperate with the Contractor in setting the date of the Notice to Proceed at a time convenient to the Contractor. This schedule supersedes the requirements of Section 2.03 of the Standard General Conditions of the Construction Contract. Time of Completion of this Contract is as listed in the Agreement.

Prior to issuance of a Notice to Proceed, the Contractor shall submit a Construction Schedule(s) and a Pre-Construction meeting will be held to discuss the Construction Schedule(s), the Traffic Control Plan(s), and coordination with any affected utilities.

11.2 Project Meetings:

Representatives of the Contractor will be required to meet once a week with the Owner at a mutually agreed upon time to discuss the next week's work, past, present, and future problems, scheduling, and questions relating to plans and specifications. The Contractor and Owner will agree on a day of the week and a time (to meet each week) at the Pre-Construction meeting and this time and day will not change throughout the project duration, without mutual consent of the Contractor and Owner.

11.3 Emergency Contacts

The Contractor shall provide the Owner with a 24 hour phone number of a party responsible and capable of immediate local response and emergency maintenance for the duration of the Contract.

11.4 Existing Utilities

The Contractor is responsible for notifying the respective utilities prior to excavation. Above ground utility locations shown on the plans are approximate. **Underground utilities were not located for the design of the project. It shall be the responsibility of the contractor to locate all utilities prior to any work being done.** The Contractor shall support and protect all exposed utilities in conformance with the Utility Owner's standards.

For locations, utilities must be contacted at 1-800-424-5555.

Locations of utilities and obstructions shown to be encountered on these Plans have been shown to the best of the Engineer's knowledge and from utility records. Some utilities may be relocated prior to the start of this project and also during the construction time. It shall be the Contractor's full responsibility to become thoroughly familiar with the project route prior to bidding. There shall be no added compensation after the contract award for unforeseen obstacles encountered that the Contractor has to work around to make the system complete and operable as is intended.

12. TRAFFIC CONTROL

The Contractor shall be responsible for any necessary traffic control on and off-site including obtaining any applicable permits; including but not limited to encroachment permits.

It is the Contractor's responsibility to maintain private and emergency vehicle traffic routes at all times. It is the Contractor's responsibility to sign the routes when they are temporarily closed and to sign an approved detour. No additional compensation will be allowed for this modification to work.

Contractors shall submit a detailed traffic control plan prior to beginning work on the project. The priority and goal of the plan shall be the safety of the general public and the workers involved in this project. Second only to safety will be the importance of the traffic plan to minimize the impact of construction on local businesses, local residents, and the general public in the every day use of the roads in the construction area.

All traffic control devices (signing, flag persons, detour plans, etc.) shall be in accordance with MPWSS 01570, the most recent published version of the "Manual Of Uniform Traffic Control Devices For Streets And Highways" (MUTCD), and the City of Missoula Standardized Construction Traffic Control Plans. The Contractor's traffic control plan shall be approved by the City of Missoula Public Works Department, and the approved plan must be submitted to the Owner for review. The Engineer's review of the plan will not be for plan approval or relieve the Contractor of responsibility for providing adequate traffic control. The Owner may direct the Contractor to revise all or parts of his/her traffic control plan at no additional cost if they determine the changes will result in a better quality traffic plan. Once approved, the traffic control plan and devices shall be implemented prior to starting any work in the affected area and remain in effect until all work is completed in the specified area.

13. STOCKPILING PROJECT MATERIALS

Material shall be stockpiled in a manner that does not affect public safety, impede access to adjacent properties, is in a neat and orderly fashion, and shall be approved by the Owner and Engineer. Materials may only be stockpiled within the confines of the property owned by the Owner unless the Contractor enters into a separate agreement with a property owner for stockpiling material on private property. Any stockpiles placed without prior agreement from the Owner, Private Property Owner, or through Engineer approval, may be requested to be relocated at the Contractors expense.

14. WASTE MATERIAL

The Contractor shall be responsible for disposing of all waste and excess materials such as, but not limited to: vegetation, trees, brush, asphalt, concrete, sub-grade soils, etc., offsite in accordance with Local, State and Federal laws.

Poles that can be reused shall be returned to Missoula Public Works. Contractor will coordinate with Chad Pancake (406-360-8132) on pole returns and storage. Poles that cannot be reused shall be disposed of.

15. PERMITS, LICENSES AND FEES

The Contractor shall be responsible for all permits, licenses and fees required for completion of this project unless specifically noted otherwise. Contractor shall be responsible for preparation, submission of, applicable fees.

16. SITE RESTORATION

The Contractor will be required to make every effort to immediately restore the construction and staging areas once the construction tasks have been completed. This includes such required activities as finish grading, spreading of topsoil, plugging damaged irrigation, replacing traffic and street signs, etc. Once restoration has begun, it should be completed without interruption to the maximum extent possible.

17. PROJECT WARRANTY

The Contractor shall warranty all improvements made under this Project in accordance with The Contract.

18. DUST CONTROL

The Contractor shall be responsible for dust control and drag-on mitigation on project and adjacent roads; material drag-on the roads shall be removed by cleaning no less than once per week. The Contractor shall be responsible for dust control onsite, and shall provide drag-on mitigation by street cleaning at least once per week. The Contractor may be required, at no additional expense, to clean the site more frequently than previously mentioned if directed by the Owner.

19. CLEANUP & PROTECTION OF STRUCTURES

After all work on this Project is completed and before final acceptance of the Project, the entire Project shall be neatly finished to the lines, grades, and cross sections shown on the plans and as hereinafter specified.

Drainage facilities, such as inlets, catch basins, storm pipe, culverts, and curb and gutter shall be cleaned of all debris, gravel, silts or other foreign material.

The Contractor shall remove and dispose of all construction stakes.

All areas disturbed by the construction shall be shaped to present a uniform appearance blending into the contour of adjacent properties.

Broken concrete and other debris resulting from pavement or sidewalk removal, excavated rock, and other waste and debris encountered shall be disposed of in accordance with Local, State and Federal laws.

There will be no separate measurement or payment for cleanup, and all costs for such work shall

be included in the unit price named in the proposal for the associated bid items.

20. AIR QUALITY

No on-site burning of waste materials will be allowed unless written approval has been obtained by the Owner and the Contractor provides the Owner with the applicable permits. There will be no separate payment for the previously mentioned permits.

21. CLAIMS

In accordance with Section 10.05 of the General Conditions, all claims except those waived pursuant to Paragraph 14.09, shall be referred to the Owner for decision. Written notice stating the general nature of each Claim shall be delivered by the claimant to Owner and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Owner and the other party to the Contract within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate information in support of such Claim). Claims shall be submitted with the Claim Form within these Contract Documents.

22. CHANGES IN WORK

The following explanations and clarifications are provided to guide the Owner and Contractor in regards to the utilization of the Field Order Form, Work Change Directive Form, and Change Order Form. Note that the Owner will complete these forms, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor or requests from Owner, or both.

25.1 Field Order – A Field Order will be completed by the Owner and acknowledged by the Contractor for changes in work that do not involve a change of Contract Price or Contract Time. If the Contractor believes that a change of Contract Price or Contract Time is required to accomplish the requested change of work; the Contractor shall notify the Owner immediately for further direction.

25.2 Work Change Directive – A Work Change Directive will be completed by the Owner and acknowledged by the Contractor for changes in work that will involve a change of Contract Price or Contract Time. The Work Change Directive will be used to expedite changes of work prior to the issuance of a Change Order. The Contractor shall proceed per issued Work Change Directives and not exceed estimated changes in Contract Price or Contract Time as provided in the issued directive.

25.3 Change Order – A Change Order will be completed by the Owner and agreed upon by the Contractor and Owner for changes in work that involve a change of Contract Price or Contract Time. Changes that have been previously initiated by a Work Change Directive must be incorporated into a subsequent Change Order. After formalization of the Change Order the Owner will distribute copies to the Contractor.

No changes of work will be authorized unless documented by the above means. Emergency work at the site supersedes the previous requirement and shall proceed according to the General Conditions of the Contract.

23. ENGINEERS COST REIMBURSEMENT

24. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

In resolving disputes resulting from conflicts, errors or discrepancies in any of the contract documents, the order of precedence shall be as follows:

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

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

- a. Addenda / Change Orders / Work Change Directives / Field Orders
- b. Contractor's Bid
- c. Special Provisions
- d. Instructions to Bidders
- e. Supplemental General Conditions
- f. Notice Inviting Bids
- g. General Conditions
- h. Technical Specifications
 - 1) City of Missoula
 - 2) MPWSS, 6th Edition
 - 3) MUTCD
 - 4) MUTD
- i. Referenced Standard Specifications

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

- a. Figures govern over scaled dimensions
- b. Detail drawings govern over general drawings
- c. Addenda / Change Order / Work Change Directive / Field Order drawings govern over contract drawings
- d. Contract drawings govern over standard drawings
- e. Contract drawings govern over shop drawings

25. MPWSS SECTION 00850

Exceptions or modifications to the General Conditions, Section 00700, or to the Supplementary Conditions to the General Conditions, Section 00810 are as follows:

General Conditions 00700, Section 2.02. Delete this section in its entirety. The number of documents to be provided to the Contractor as indicated in the Special Provisions supersedes the requirements of this section.

28.1 General Conditions 00700, Section 2.03. Delete this section in its entirety. The schedule indicated in the Special Provisions supersedes the requirements of this section.

28.2 MPWSS 00810, Section 2.05. Delete this section in its entirety.

28.3 MPWSS 00810, Section 6.02. Delete the sentence added in SC-6.02 of the Supplementary Conditions to the General Conditions add the following:

Regular working hours are defined as follows Monday through Saturday 7:00 AM to 7:00 PM. Emergency work may be done without permission.

28.4 MPWSS 00810, Sections 5.04 – 5.06. These sections have been replaced with City of Missoula Supplementary Conditions to the General Conditions with the attached "City of Missoula Supplementary Conditions 00810 for MPWS."

26. **BASE AND SUB BASE COURSE GRAVEL FOR CURB AND SIDEWALK**

All sub-base course gravel shall meet MPWSS 02234 3" Minus Sub Base Course material specifications. All base course gravel and that referred to as "Compacted Aggregate", "Cushion", "Base", "Select Crushed Base" on project details shall meet MPWSS 02235 ¾" Minus Crushed Base Course material specifications. Recycled material will be allowed per MPWSS 02234 & 02235.

27. **EXPLANATION OF BID ITEMS**

In general the following specifications apply to the bid items found on the "Bid Form – Unit Price Schedule". Payment will be as provided below for those bid items correctly installed. Furthermore, the Contractor shall be required to operate equipment and tools, used to accomplish the following items, per the manufacture's recommendations. At the Owner's request the Contractor shall provide owners manuals and / or manufacture's recommendations for any tools or equipment used at the site. Note that the minimum required submittals for each item have been listed and the Engineer reserves the right to request additional submittals as needed.

The Bid Schedule is comprised of three base schedules as described below:

Schedule GR: Project General Requirements

Schedule A: Concrete Sidewalk, Curb, Gutter, Drainage, and Bus Stop Improvements

Schedule B: Demolition

SCHEDULE GR: PROJECT GENERAL REQUIREMENTS

Item GR1: Construction Traffic Control MPWSS 01570 - All traffic control efforts shall be in accordance with the Special Provisions, Section 12. Work includes, but is not limited to, signs, barricades, pavement markings, watering, flag persons, and pilot cars.

A Traffic Control Plan must be submitted and approved by Owner and City Engineering prior to issuance of the Notice to Proceed.

Payment shall be on a lump sum (LS) basis. Progress payments are to be in proportion to the total work completed in accordance with MPWSS 01570, Part 4, 4.1, B.

SCHEDULE A – BUS STOP SIGNAGE

Item 1a: Install pole (in-ground)

In-ground pole installations will follow the City of Missoula's typical sign base standard (CITY OF MISSOULA SIGN BASE STANDARD, STD-270) and manufacturer's installation instructions (S-SQUARE TUBE PRODUCTS SQUARE ANCHOR INSTALLATION INSTRUCTIONS). Signs will be attached to bus stop poles according to the MUTD Sign Installation Guidelines.

1. Prior to installation, Mountain Line staff will mark and/or stake exact installation locations at each work site.
2. Prior to installation, Mountain Line staff will organize the signs to be installed at each site. It will be the contractor's responsibility to attach the signs to the bus stop poles and to install them at the correct location.

3. Contractor is responsible for scheduling utility marking prior to in-ground pole installations. Utility marking shall be scheduled two (2) business days in advance of excavation by calling:

UTILITY NOTIFICATION CENTER OF MONTANA
1-800-424-5555

4. Contractor will excavate a hole, install the pole following the guidelines outlined above, and back-fill the hole to grade.
5. To minimize confusion for Mountain Line passengers, some new signs will need to be covered with black garbage bags and secured with tape until nearby stops are removed. These locations are noted in the work zone tables under the “bag stop” column. Mountain Line staff will remove bags from these stops once adjacent stops are removed. The Contractor will coordinate with Mountain Line staff on the timing of stop and bag removals.

Payment shall be – EACH (EA) BASIS.

Item 1b: Install pole (surface-mounted to concrete)

At installation locations with existing concrete, poles will need to be secured with surface-mount anchors. Installation guidelines will follow the steps listed under Item 1a above, except that the contractor will omit steps 3 & 4 and will instead install the surface-mount anchor and pole according to the manufacturer's installation instructions.

Payment shall be – EACH (EA) BASIS.

Item 1c: Remove and install pole (reuse existing anchor)

Four locations will involve the direct replacement of an old pole for a new pole by reusing existing anchor sleeves. Mountain Line's bus stop poles are 2" in diameter and will need to be shimmed to allow them to fit existing 2.5" anchor sleeves. Mountain Line will provide shims for these locations.

Payment shall be – EACH (EA) BASIS.

Item 2a: Remove pole (concrete, existing sign anchor)

Six locations will require the removal of an existing sign and anchor mounted in concrete:

1. Remove sign from anchor
2. Remove anchor
 - a. If anchor is surface mounted, unscrew mounting bolts, remove anchor, and patch mounting holes with concrete.
 - b. If anchor is mounted in concrete, chop anchor off at base and fill with concrete.

Payment shall be – EACH (EA) BASIS.

Item 2b: Remove pole (in-ground)

Contractor will remove existing in-ground poles by whatever means are determined to be safe and effective, and remaining holes will be backfilled to grade.

Payment shall be – EACH (EA) BASIS.

Items 3 and 4: Curb striping

Where applicable, curbs adjacent to bus stops shall be painted with epoxy paint. Paint shall meet City of Missoula Specifications and Montana Department of Transportation STANDARD AND SUPPLEMENTAL SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2020 EDITION V2.0. Painting locations are called out in the work zone stop tables.

Payment shall be on a linear foot basis including labor, equipment, and other incidentals specific to work.

31. INCLUDED WORK

All work related to this project shall be included and paid for only once under the Bid Form whether specifically called for, or not, as intended to make a complete and operable system under this Contract. Cost of work tasks without specific pay items, shall be included in the related bid items. It shall be the intent of these specifications that the Contractor replace or repair back to original condition all areas disturbed as a result of construction (i.e. sidewalks, curbs, gutters, driveways, fences, seeding, landscaping, grading, culverts, etc.). Payment for this work shall be included in related items.

END OF SECTION

FEDERAL DAVIS-BACON ACT WAGE DETERMINATIONS

"General Decision Number: MT20220080 06/03/2022

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 14026 generally applies to the contract.• The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 13658 generally applies to the contract.• The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	06/03/2022

SUMT2022-001 04/01/2022

	Rates	Fringes
CARPENTER		
Carpenter/Piledriverman.....	\$ 35.00	13.82
Millwright.....	\$ 39.68	14.27
CEMENT MASON/CONCRETE FINISHER...	\$ 32.44	16.03
DIVER		
Diver Tender.....	\$ 43.98	17.84
Diving.....	\$ 89.96	17.84
Stand-By.....	\$ 44.98	17.84
The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing when work is done under hyperbaric conditions.		
Depth Pay (Surface Diving):		
0-20 ft.: Free zone		
>20-100 ft.: \$2.00 per ft.		
>100-150 ft.: \$3.00 per ft.		
>150-220 ft.: \$4 00 per ft.		
>220 ft.: \$5.00 per ft.		
Diving in Enclosures (Diver Only):		
0-25 ft.: Free zone		
>25-300 ft.: \$1.00 per ft.		
ELECTRICIAN (LINE CONSTRUCTION)		
Equipment Operator.....	\$ 37.26	18.06
Groundman.....	\$ 29.09	17.13
Lineman.....	\$ 48.65	19.30
ELECTRICIAN		
All Areas.....	\$ 37.94	19.42
IRONWORKER.....	\$ 29.54	24.49

LABORER

Group 1.....	\$ 26.90	12.00
Group 2.....	\$ 29.97	12.00
Group 3.....	\$ 30.19	12.00
Group 4.....	\$ 31.18	12.00

GROUP 1: Flag Person

GROUP 2: All General Labor work; 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 Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser

Equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod-Cutter-power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck Mounted Wagon Drill; Welder including Air Arc

PAINTER.....	\$ 34.95	12.47
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POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 31.52	12.40
Group 2.....	\$ 33.55	12.40
Group 3.....	\$ 34.66	12.40
Group 4.....	\$ 35.60	12.40
Group 5.....	\$ 36.94	12.40
Group 6.....	\$ 38.13	12.40
Group 7.....	\$ 40.73	12.40

GROUP 1: Air Compressor; Auto Fine Graders; Belt Finishing Machine; 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 Yard; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, All Except Cranes & Shovels; Pumpman

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 CU Yard; 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 Yard to including 5 CU Yard; Grade Setter; Heavy Duty Drills, All Types;

Hoist/Tugger, All; Hydralift & 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

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel Over 3 CU Yard; 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 Yard; Mechanic/Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, Over 6 FT; Scraper, Single, Twin or Pulling Belly Dump; Yo-Yo Cat

GROUP 4: Asphalt/Hot Plant Operator, Cranes, 25 Tons to 44 Tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

GROUP 5: Cranes, 45 Tons To Including 74 Tons

GROUP 6: Cranes, 75 Tons To Including 149 Tons; Crane, Whirley (All)

GROUP 7: Cranes, 150 Tons To Including 250 Tons (Add \$ 1.00 For Every 100 Tons Over 250 Tons; Crane, Tower (All)

TRUCK DRIVER

Group 1.....	\$ 27.39	12.20
Group 2.....	\$ 34.70	12.20

GROUP 1: Pilot Car

GROUP 2: 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

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

MDT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2020 EDITION, V2.0

SECTION 714 PAVEMENT MARKING MATERIALS



**STANDARD AND SUPPLEMENTAL
SPECIFICATIONS
FOR
ROAD AND BRIDGE
CONSTRUCTION**

**2020 EDITION
V1.2
Effective July 16, 2020**

**Adopted by
the
Montana Department of Transportation**



SECTION 714**PAVEMENT MARKING MATERIALS****714.01 TEMPORARY STRIPING TAPE**

Furnish temporary striping tape that is 4-inch (100 mm) wide, retro-reflective, pressure-sensitive tape specifically manufactured for use as pavement striping. The tape must be available in white and yellow.

714.02 TEMPORARY STRIPING TABS

Furnish temporary striping tabs in accordance with the following:

1. Types I and II: "L" shaped, extruded polyurethane, at least 4 inches (100 mm) wide by 2 inches (50 mm) high with a reflectorized strip meeting requirement No. 2 below; attached horizontally across the top of the vertical portion of the tab; an adhesive strip meeting requirement No. 3 below:
 - a. Type I tabs: white reflectorized tape on both sides with white bodies;
 - b. Type II tabs: yellow reflectorized tape on both sides with yellow bodies;
2. Reflective flexible sheeting meeting ASTM D4956 Type V or better;
3. An adhesive strip at least $\frac{3}{4}$ -inch (19 mm) wide x $\frac{1}{8}$ -inch (3 mm) thick on the tab's underside; and
4. A cover protecting the reflective strip that does not come off under traffic but is manually removable.

714.03 TEMPORARY WATERBORNE TRAFFIC PAINT

Furnish temporary waterborne traffic paint in accordance with Table [714-1](#).

TABLE 714-1**TEMPORARY WATERBORNE TRAFFIC PAINT COMPOSITION**

Test	Specification	Test Method
Color (x, y, Y)	ASTM D6628	ASTM D6628 and ASTM D7585
Antimony	≤ 20.0 mg/Kg	MT 548
Arsenic	≤ 20.0 mg/Kg	
Cadmium	≤ 4.0 mg/Kg	
Chromium	≤ 5.0 mg/Kg	
Cobalt	≤ 20.0 mg/Kg	
Lead	≤ 20.0 mg/Kg	
Mercury	≤ 1.00 mg/Kg	
Tin	≤ 20.0 mg/Kg	

714.04 WATERBORNE TRAFFIC PAINT

Furnish waterborne traffic paint in accordance with Table [714-2](#). Where the NTPEP method is specified, recorded NTPEP results must be within the specifications shown. Blue, red or black paint may be used without being NTPEP tested if the base paint is the same chemical composition as a NTPEP tested paint.

TABLE 714-2
WATERBORNE TRAFFIC PAINT COMPOSITION

Test	Specification	Method
Color (x, y, Y)	ASTM D6628	ASTM D6628 and ASTM D7585
Durability (Wheel)	minimum of 6 at 12 months	NTPEP
Luminance	white: ≥ 30 at 12 months yellow: ≥ 20 at 12 months	NTPEP
Viscosity (Krebs Stormer), K.U. at 77 °F (25 °C)	80-95	ASTM D562
Density deviation	maximum of ± 0.30 lbs/gallon (± 35.9 g/L) from density target	ASTM D1475
Contrast ratio	0.92	MT 548
Dry no track	90 seconds	NTPEP
Freeze-thaw stability	$\Delta 10$ KU	ASTM D2243
Static heat stability	$\Delta 10$ KU	MT 548
Bleeding ratio	0.95 minimum	ASTM D868
Skinning and lumps	Pass	MT 548
Settling	Pass	MT 548
Skinning	Pass	MT 548
NTPEP lab test verification	must match NTPEP	NTPEP and MT 548
Antimony	≤ 20.0 mg/Kg	MT 548
Arsenic	≤ 20.0 mg/Kg	
Cadmium	≤ 4.0 mg/Kg	
Chromium	≤ 5.0 mg/Kg	
Cobalt	≤ 20.0 mg/Kg	
Lead	≤ 20.0 mg/Kg	
Mercury	≤ 1.00 mg/Kg	
Tin	≤ 20.0 mg/Kg	

Note 1: Furnish black paint in accordance with color chip 37038 of Federal Standard 595B.

714.05 HIGH DURABILITY WATERBORNE TRAFFIC PAINT

Furnish high durability waterborne traffic paint in accordance with Table [714-3](#). Where the NTPEP method is specified, recorded NTPEP results must be within the specifications shown. Blue, red or black paint may be used without being NTPEP tested if the base paint is the same chemical composition as a NTPEP tested paint.

TABLE 714-3
HIGH DURABILITY WATERBORNE TRAFFIC PAINT COMPOSITION

Test	Specification	Method
Color (x, y, Y)	ASTM D6628	ASTM D6628 and ASTM D7585
Durability (wheel)	minimum of 8 at 24 months	NTPEP
Luminance	white: ≥ 30 at 12 months yellow: ≥ 20 at 12 months	NTPEP
Viscosity (Krebs Stormer), K.U. at 77 °F (25 °C)	80-95	ASTM D562
Density deviation	maximum of ± 0.30 lbs/gallon (± 35.9 g/L) from density target	ASTM D1475
Contrast ratio	0.92	MT 548
Dry no track	10 minutes maximum	NTPEP
Freeze-thaw stability	$\Delta 10$ KU	ASTM D2243
Static heat stability	$\Delta 10$ KU	MT 548
Bleeding ratio	0.95 minimum	ASTM D868
Skinning and lumps	Pass	MT 548
Settling	Pass	MT 548
Skinning	Pass	MT 548
NTPEP lab test verification	must match NTPEP	NTPEP and MT 548
Antimony	≤ 20.0 mg/Kg	MT 548
Arsenic	≤ 20.0 mg/Kg	
Cadmium	≤ 4.0 mg/Kg	
Chromium	≤ 5.0 mg/Kg	
Cobalt	≤ 20.0 mg/Kg	
Lead	≤ 20.0 mg/Kg	
Mercury	≤ 1.00 mg/Kg	
Tin	≤ 20.0 mg/Kg	

Note 1: Furnish black paint in accordance with color chip 37038 of Federal Standard 595B.

714.06 EPOXY OR OTHER POLYMERIC TRAFFIC PAINT

Furnish epoxy or other polymeric traffic paint in accordance with Table [714-4](#). Where the NTPEP method is specified, recorded NTPEP results must be within the specifications shown. Blue, red or black paint may be used without being NTPEP tested if the base paint is the same chemical composition as a NTPEP tested paint.

TABLE 714-4
EPOXY OR OTHER POLYMERIC TRAFFIC PAINT COMPOSITION

Test	Specification	Method
Color (x, y, Y)	ASTM D6628	ASTM D6628 and ASTM D7585
Durability (wheel)	minimum of 7 at 36 months	NTPEP
Luminance	White: ≥30 at 36 months Yellow: ≥15 at 36 months	NTPEP
Dry no track	45 minutes maximum	NTPEP
NTPEP lab test verification	must match NTPEP	NTPEP and MT 548
Antimony	≤20.0 mg/Kg	MT 548
Arsenic	≤20.0 mg/Kg	
Cadmium	≤4.0 mg/Kg	
Chromium	≤5.0 mg/Kg	
Cobalt	≤20.0 mg/Kg	
Lead	≤20.0 mg/Kg	
Mercury	≤1.00 mg/Kg	
Tin	≤20.0 mg/Kg	

Note 1: Furnish black paint in accordance with color chip 37038 of Federal Standard 595B.

714.07 PREFORMED PLASTIC PAVEMENT MARKING MATERIAL

714.07.1 Composition Requirements

Furnish preformed plastic pavement marking material consisting of plastics and plasticizers, pigments, and reflective glass beads combined and proportioned to meet the following:

1. Available in both yellow and white color;
2. The total pigment in white marking material a minimum 20% by weight titanium dioxide;
3. The total pigment in yellow marking material a minimum 18% by weight medium chrome yellow;
4. Marking material colors that match the Federal Standard Highway color # 595 A, 33538 for yellow, 37925 for white;
5. Non-yellowing white material;
6. Non-fading yellow material during the expected life of the materials; and
7. Having reflective glass beads in accordance with Subsection [714.08](#) uniformly distributed throughout the entire material.

714.07.2 Adhesive Requirements

Furnish material having a pre-coated pressure-sensitive adhesive on the base to adhere to plant mix and PCCP. The adhesive must:

1. Be sufficiently free of tack so the material can be handled or repositioned on the pavement before being permanently fixed in position;
2. Mold to the pavement contours, breaks, faults under traffic at normal pavement temperatures;

3. Reseal itself so that, under normal use, it fuses with itself and previously applied markings of similar composition;
4. Capable of being inlaid in pavement at temperatures up to 275 °F (135 °C); and
5. Not lose its adhesive and reflective properties when exposed to water used in rolling operations.

714.07.3 Dimensional Requirements

Furnish the pavement marking material in standard manufactured widths of 4-inch, 6-inch, 8-inch, 12-inch, and 24-inch (105, 155, 205, 305, and 610 mm).

Furnish the material for words and symbols in pre-cut configurations matching the shapes and dimensions in accordance with the [Detailed Drawings](#).

Furnish the pavement marking material in the thickness specified in the contract.

714.07.4 Physical Requirements

- A. **Tensile Strength.** Furnish plastic material having a minimum tensile strength of 40 psi (276 kPa) when tested in accordance with ASTM D638. The break resistance is based on an average of at least 3 samples tested at a temperature of 70 to 80 °F (21 to 27 °C) using a jaw speed of 0.25-inch (6 mm) per minute.
- B. **Plastic Pull Test.** A 1 x 6-inch (25 x 150 mm) sample of the plastic material must support a dead weight of 0.66 pounds per 0.01 inch (1.2 kg/mm) of material thickness for at least 5 minutes at a temperature of 70 to 80 °F (21 to 27 °C).
- C. **Bend Test.** At 80 °F (27 °C) bend a 3 x 6-inch (75 x 150 mm) sample over a 1-inch (25 mm) diameter mandrel until the end faces are parallel and 1-inch (25 mm) apart. The sample must not show any fracture lines in the uppermost surface under unassisted visual inspection.
- D. **Skid Resistance.** The plastics surface friction properties must be at least 35 BPN when tested under ASTM E303.
- E. **Reseal Test.** The plastic must re-seal itself without adhesives when tested as follows: Overlap two 1 x 3-inch (25 x 75 mm) pieces face-to-face forming a single 1 x 5-inch (25 x 130 mm) piece with a 1 square inch (645 mm²) overlap in the center. Place the 1 x 5-inch (25 x 130 mm) piece on a hard surface with a 1,000-gram weight resting uniformly on the entire overlap area and maintain at 140 to 190 °F (60 to 88 °C) for 2 hours. Maintain the temperature within the specified range. Cool to room temperature. The pieces must not separate without tearing.
- F. **Reflectivity.** Meet the reflective values listed in Table [714-5](#). Reflective values are measured on a 2 x 2½-foot (610 x 762 mm) panel in accordance with the instrumental photometric measurements of retro-reflective materials and retroreflective devices, Federal test method Standard 370.

TABLE 714-5
MINIMUM SIA¹ (CANDELAS PER FOOTCANDLE PER SQUARE FOOT (m²))
PLASTIC PAVEMENT MARKING MATERIAL

Observation Angle	Entrance Angle	White	Yellow
0.2°	86°	0.20 (2.1)	0.15 (1.6)
0.5°	86°	0.15 (1.6)	0.10 (1.0)

Notes:

1. SIA - specific intensity per unit area

714.07.5 Samples

Submit a 4-inch x 1-foot (100 x 305 mm) sample from each lot of material proposed for use on the project to the Materials Bureau for approval. Obtain approval before using in the work.

714.07.6 Certification

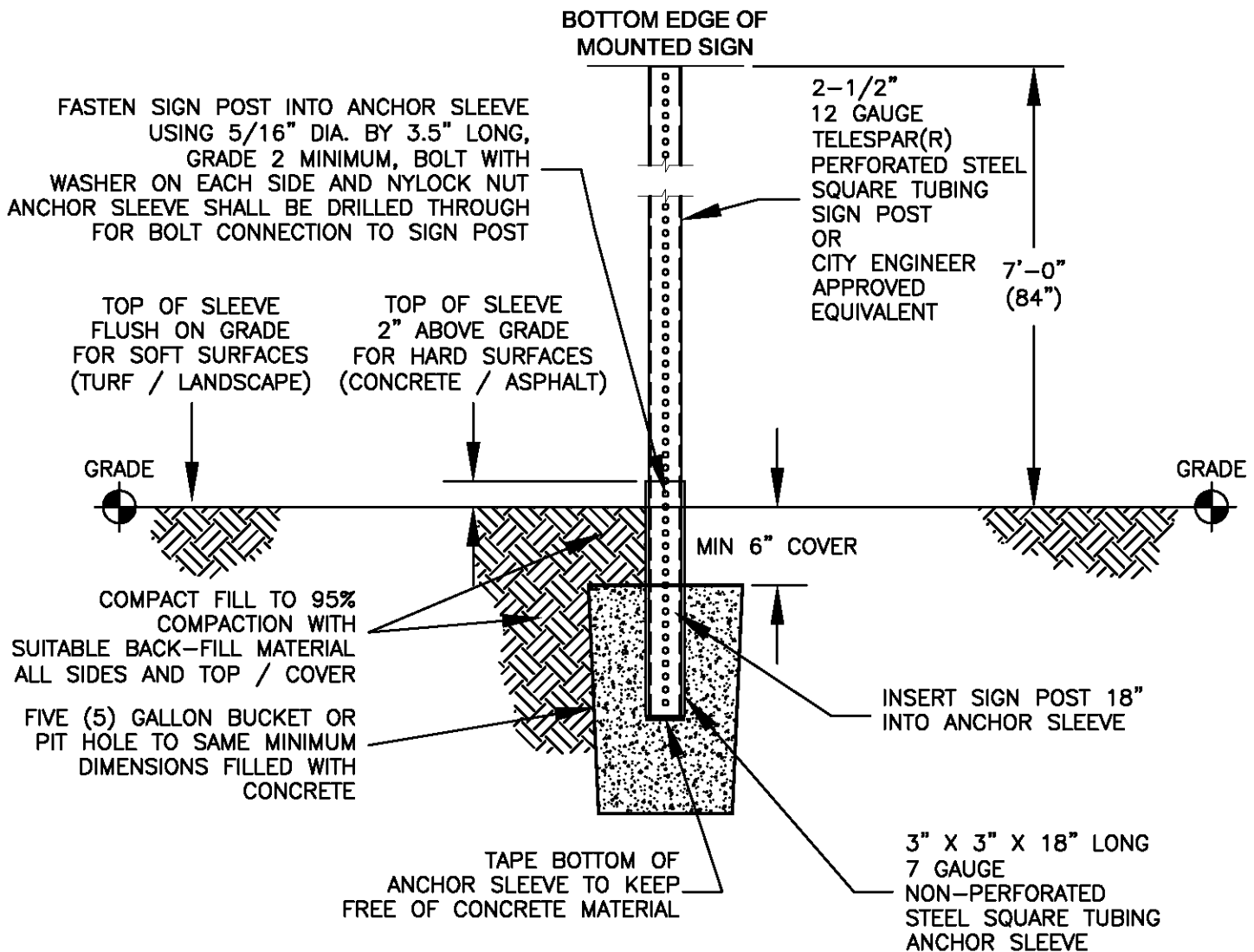
Submit the manufacturer's certification in accordance with Subsection [106.03](#). Include evidence from the manufacturer that the material proposed for use in the work has performed successfully under similar climatic conditions and traffic usage. This evidence of successful use is required for the product to be approved for use.

714.08 REFLECTIVE GLASS BEADS

- A.** Furnish glass beads for reflectorizing traffic pavement markings in accordance with AASHTO M 247. Gradation and roundness will be determined in accordance with AASHTO PP 74. In the event of a dispute, ASTM D1274 will be used for gradation determination and ASTM D1155 will be used for roundness determination.

CITY OF MISSOULA SIGN BASE STANDARD, STD-270

TYPICAL SIGN BASE STANDARD FOR USE ON PUBLIC RIGHT-OF-WAY (SEE STD-274 FOR TYPICAL SIGN MOUNTING) (SEE STD-276 FOR TYPICAL SIGN LOCATION)



1. ALL SIGNS SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), MOST CURRENT VERSION, REVISION AND / OR SUPPLEMENT, FOR SIGN MATERIAL(S), SIZE, THICKNESS, SHAPE, COLOR(S), MESSAGE, SYMBOLOGY AND RETROREFLECTIVITY.
2. ANY / ALL SIGNS LOCATED UPON / WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE SLEEVE-MOUNTED FOR BREAKAWAY AND REPLACEABILITY.
3. FINAL SIGN LOCATION AND / OR PLACEMENT SHALL BE IN ACCORDANCE WITH THE MUTCD AND AS DETERMINED AND APPROVED BY THE CITY ENGINEER OR SIGN SHOP SUPERVISOR.
4. 2-1/2" 10 GAUGE TELESAR(R) PERFORATED STEEL SQUARE TUBING SIGN POST, OR CITY ENGINEER APPROVED EQUIVALENT, SHALL BE USED FOR ANY / ALL SIGN INSTALLATIONS UPON / WITHIN THE PUBLIC RIGHT-OF-WAY. TELESAR(R) OR EQUAL MATERIAL SPECIFICATIONS: STEEL CONFORMING TO ASTM A-1011 GRADE 50 AND GALVANIZING CONFORMING TO ASTM A-653.



Engineering Division

Typical Sign Base Standard Public Right-of-Way Boulevard Use

Kevin J. Slovarp

Approved By
City Engineer
Kevin J. Slovarp

Adopted: 01/27/1999
Revised: 01/10/2017

STD - 270

MUTD SIGN INSTALLATION GUIDELINES

Attachment 1

MUTD Sign Installation Guide



AFFIDAVIT OF BILLS PAID FOR RELEASE OF FINAL PAYMENT

AFFIDAVIT OF BILLS PAID FOR RELEASE OF FINAL PAYMENT

STATE OF MONTANA)
)
COUNTY OF MISSOULA)

BEFORE ME, the undersigned authority, on this day personally

appeared _____, representing Contractor under the following Contract:

Owner: Missoula Urban Transportation District

Contractor: _____

Date: _____

PROJECT: MUTD Mountain Line Bus Stop Improvements Phase II

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

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

By: _____
(SIGNATURE)

Name: _____

Title: _____

(SEAL)

Subscribed and sworn to before me, the undersigned authority,
on this the _____ day of _____, 20____

(SIGNATURE)

Notary Public in and for the State of Montana

My Commission Expires: _____

REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION FORM

NOTE: Fill out a separate "REQUEST FOR INFORMATION FORM" for each request. Deliver form to Owner in the field OR email completed form to Owner.

NOTE: Owner will make every effort to provide the information within ONE week of receiving "REQUEST FOR INFORMATION FORM".

Project Name: MUTD Mountain Line Bus Stop Improvements Project Phase II

Date of Request: _____ Time: _____

Requested by: _____ Phone #: _____

Describe what issues need to be addressed. Provide as much information as possible for your request. If necessary, please include a copy of the plans for the particular issue in question.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Additional Pages Attached (Y/N):_____

Signature (required): _____ Date: _____

For Owner's Use:

Comments: _____

Date Received: _____ Owner Signature: _____

MANUFACTURER'S SPECIFICATIONS:

- S-Square Tube Products Square Anchor
Installation Instructions

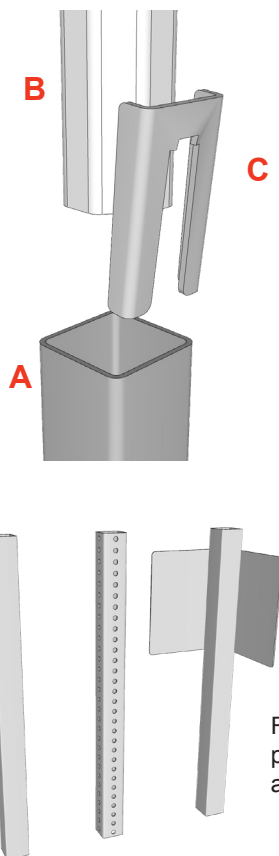
Square Anchor

Installation Instructions



Parts Needed

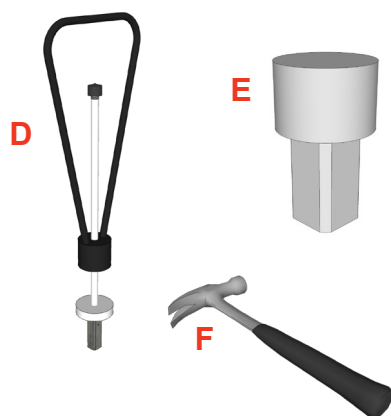
- A** Square Anchor
- B** NEX® Post
- C** Wedge™



For use with square plain, perforated and winged anchors.

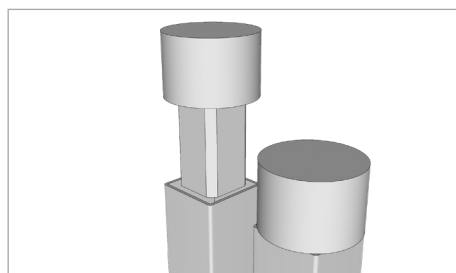
Tools Recommended*

- D** Easy Driver, Sledge Hammer or Power Driver
- E** Drive Cap (manual or power)
- F** Hammer

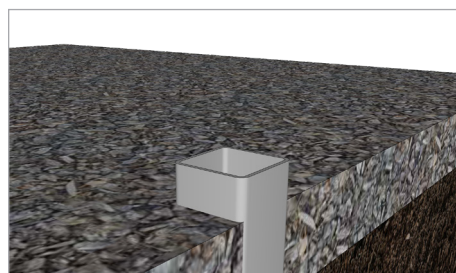


Installation Steps

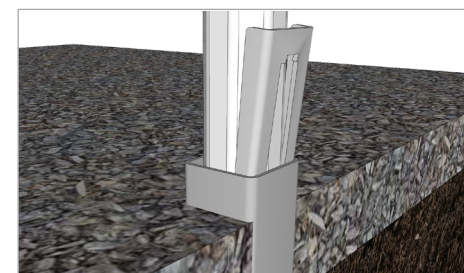
1 Install Anchor
Place the Drive Cap in the opening of the anchor. Use a power driver or sledge hammer to drive the anchor into the ground in desired location.



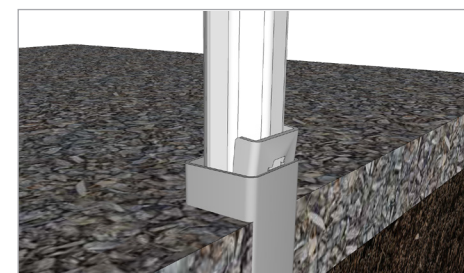
When the anchor is flush with the ground, or no more than two (2") inches above the ground, remove the Drive Cap.



2 Secure the Post
Place the NEX Post into the anchor approximately six (6") inches. Insert the NEX Wedge between the anchor and the post.



Use a hammer to secure the Wedge until well seated.



* Sold separately.



FEDERAL TRANSIT ADMINISTRATION (FTA) & FEDERAL CONTRACT CLAUSES



Bus Stop Improvement Project Phase 2

12/16/22

Federal Contract Clauses

No Government Obligations to Third Parties

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- 1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program fraud and false or fraudulent statements and related acts

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1) Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2) Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4) Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Civil Rights (Title VI, EEO, ADA)

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

a) The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332, (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d) Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. §101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA’s electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §

1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.

g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

i) Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Incorporation of FTA Terms

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Disadvantaged Business Enterprises (DBEs)

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MUTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful proposer/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Prompt Payment

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from MUTD. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify MUTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MUTD.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Patent and Rights in Data

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$3,500)

a) General. The Recipient agrees that: (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

b) Federal Rights. The Recipient agrees that: (1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

c) C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

a) Definition of "Subject Data" means recorded information: (1) Copyright. Whether or not copyrighted, and (2)

Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

b) Examples of “Subject Data.” Examples of “subject data”: (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

c) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient’s own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government’s prior written consent for release,

d) Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Nonexclusive, and (c) Irrevocable, (2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

e) Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but (6) Exception Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding,

f) License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

g) Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government’s officers acting within the scope of their official duties, 2 The Federal Government’s employees acting within the scope of their official duties, and 3 Federal Government’s agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for

any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

h) Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

i) Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

j) Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Bus Testing

Rolling stock, except minivans

NOT APPLICABLE

Pre-Award and Post-Delivery Audit Requirements

Rolling stock

NOT APPLICABLE

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall: (a) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (b) furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Fly America

All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micropurchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Davis-Bacon and Copeland Anti-Kickback Act

Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the

wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under

this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i)

of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees

at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Bonding

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows: (1) 50% of the contract price if the contract price is not more than \$1 million; (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance

and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Termination Provisions

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a) Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs,

including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b) Termination for Default [Breach or Cause] (General Provision). If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c) Opportunity to Cure (General Provision). The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions if contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d) Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e) Termination for Convenience (Professional or Transit Service Contracts). The recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Recycled Products

All contracts over \$10,000 for items designated by the EPA

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Gov't-wide Debarment and Suspension

All Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment

and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Buy America

Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Breaches and Dispute Resolution

All contracts over \$150,000

a) Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

b) Performance During Dispute. Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

c) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval

of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

All contracts over \$150,000

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours and Safety Standards Act

Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was

required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the

comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will

not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the recipient.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

MISSOULA URBAN TRANSPORTATION DISTRICT

Certification and Restrictions on Lobbying

All Contracts over \$150,000

I, _____, hereby certify
(Name and title of official)

on behalf of _____ that:
(Name of Bidder/Company Name)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or Print Name _____

Signature of authorized representative _____ Date _____

DEBARMENT AND SUSPENSION CERTIFICATION

MISSOULA URBAN TRANSPORTATION DISTRICT

Debarment and Suspension Certification

All Contracts over \$25,000

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: (1) Debarred, (2) Suspended, (3) Proposed for debarment, (4) Declared ineligible, (5) Voluntarily excluded, or (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction, (2) Violation of any Federal or State antitrust statute, or (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it: (1) Equals or exceeds \$25,000, (2) Is for audit services, or (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor: (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be: (a) Debarred from participation in its federally funded Project, (b) Suspended from participation in its federally funded Project, (c) Proposed for debarment from participation in its federally funded Project, (d) Declared ineligible to participate in its federally funded Project, (e) Voluntarily excluded from participation in its federally funded Project, or (f) Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Company _____

Signature of Authorized Official: _____ **Date:** / /

Name and Title of Authorized Official _____

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

MISSOULA URBAN TRANSPORTATION DISTRICT

Certificate of Compliance with Buy America Requirements for Steel, Iron, and Manufactured Products

Construction and Materials/Supplies Contracts over \$150,000

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

☐ **COMPLIANCE with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

☐ **NON-COMPLIANCE with Buy America Requirements**

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) FORM

MISSOULA URBAN TRANSPORTATION DISTRICT

Disadvantaged Business Enterprise (DBE) Form

In accordance with federal regulations, MUTD is required to set a goal for utilizing DBE's in federally-funded projects, and to demonstrate a good faith effort in meeting this goal. MUTD's goal for the period from October 1, 2022 through September 30, 2025 is 5%.

A listing of Montana-based DBE firms can be found at <https://app.mdt.mt.gov/dbe/dbe/search>.

A. DBE Certification. Mark below to indicate your firm's DBE status. If applicable, please provide a copy of your certification letter or certificate.

☐ **CERTIFIED as a DBE**

☐ **NOT-CERTIFIED as a DBE**

B. Subcontractors. Please list below all DBE firms that will perform work on this contract.

Subcontractor's Name	Industry / Trade	Dollar Value of Contract

Bidder / Firm _____

Authorized Representative _____ Title _____

Signature _____ Date _____

Missoula Urban Transportation District

Bus Stop Sign Project Scope of Work



SCOPE OF WORK

Overview

Mountain Line is undertaking a bus stop improvement project that will include new signage at all bus stops in the transit system. This project will require the removal of current bus stop signs and mounting poles, and the installation of new signs and poles.

Mountain Line is using this project as an opportunity to reevaluate our bus stop locations, and we will be moving or removing many stops in our system to improve safety, accessibility, and service reliability. Due to the removal or relocation of many stops, work sites in the plan are categorized as the following:

- Installation – a stop location that will require the installation of a pole and a sign
- Removal – an existing stop location that will require the removal of a pole and sign
- Installation and Removal – an existing stop location that will remain in the same general location. These stops will require the removal of a sign or a pole, and the installation of a new sign and pole in the same vicinity.

Permitting

Contractor will be responsible for obtaining and paying for all required construction permits. MUTD will assist the Contractor, when necessary, in obtaining permits.

Work Description and Quantities

Work Code	Description	Quantity
1a	Install pole (in-ground)	202
1b	Install pole (surface-mounted to concrete)	15
1c	Remove and install pole (reuse existing anchor)	4
2a	Remove pole (concrete, existing sign anchor)	7
2b	Remove pole (in-ground)	141
3a	Yellow epoxy curb striping (65 locations)	1,335 (ft)
3b	White epoxy curb striping (111 locations)	4,605 (ft)

Item 1a: Install pole (in-ground)

In-ground pole installations will follow the City of Missoula's typical sign base standard (Attachment 3) and manufacturer's installation instructions (Attachment 2). Signs will be attached to bus stop poles according to the MUTD sign installation guide (Attachment 1)

1. Prior to installation, Mountain Line staff will mark and/or stake exact installation locations at each work site.

2. Prior to installation, Mountain Line staff will organize the signs to be installed at each site. It will be the contractor's responsibility to attach the signs to the bus stop poles and to install them at the correct location.
3. Contractor is responsible for scheduling utility marking prior to in-ground pole installations. Utility marking shall be scheduled two (2) business days in advance of excavation by calling:
UTILITY NOTIFICATION CENTER OF MONTANA
1-800-424-5555
4. Contractor will excavate a hole, install the pole following the guidelines outlined above, and back-fill the hole to grade.
5. To minimize confusion for Mountain Line passengers, some new signs will need to be covered with black garbage bags and secured with tape until nearby stops are removed. These locations are noted in the work zone tables under the "bag stop" column. Mountain Line staff will remove bags from these stops once adjacent stops are removed. The Contractor will coordinate with Mountain Line staff on the timing of stop and bag removals.

Item 1b: Install pole (surface-mounted to concrete)

At installation locations with existing concrete, poles will need to be secured with surface-mount anchors. Installation guidelines will follow the steps listed under Item 1a above, except that the contractor will omit steps 3 & 4 and will instead install the surface-mount anchor and pole according to the manufacturer's installation instructions (Attachment 2).

Item 1c: Remove and install pole (reuse existing anchor)

Four locations will involve the direct replacement of an old pole for a new pole by reusing existing anchor sleeves. Mountain Line's bus stop poles are 2" in diameter and will need to be shimmed to allow them to fit existing 2.5" anchor sleeves. Mountain Line will provide shims for these locations.

Item 2a: Remove pole (concrete, existing sign anchor)

Six locations will require the removal of an existing sign and anchor mounted in concrete.

1. Remove sign from anchor
2. Remove anchor
 - a. If anchor is surface mounted, unscrew mounting bolts, remove anchor, and patch mounting holes with concrete.
 - b. If anchor is mounted in concrete, chop anchor off at base and fill with concrete.

Item 2b: Remove pole (in-ground)

Contractor will remove existing in-ground poles by whatever means are determined to be safe and effective, and remaining holes will be backfilled to grade.

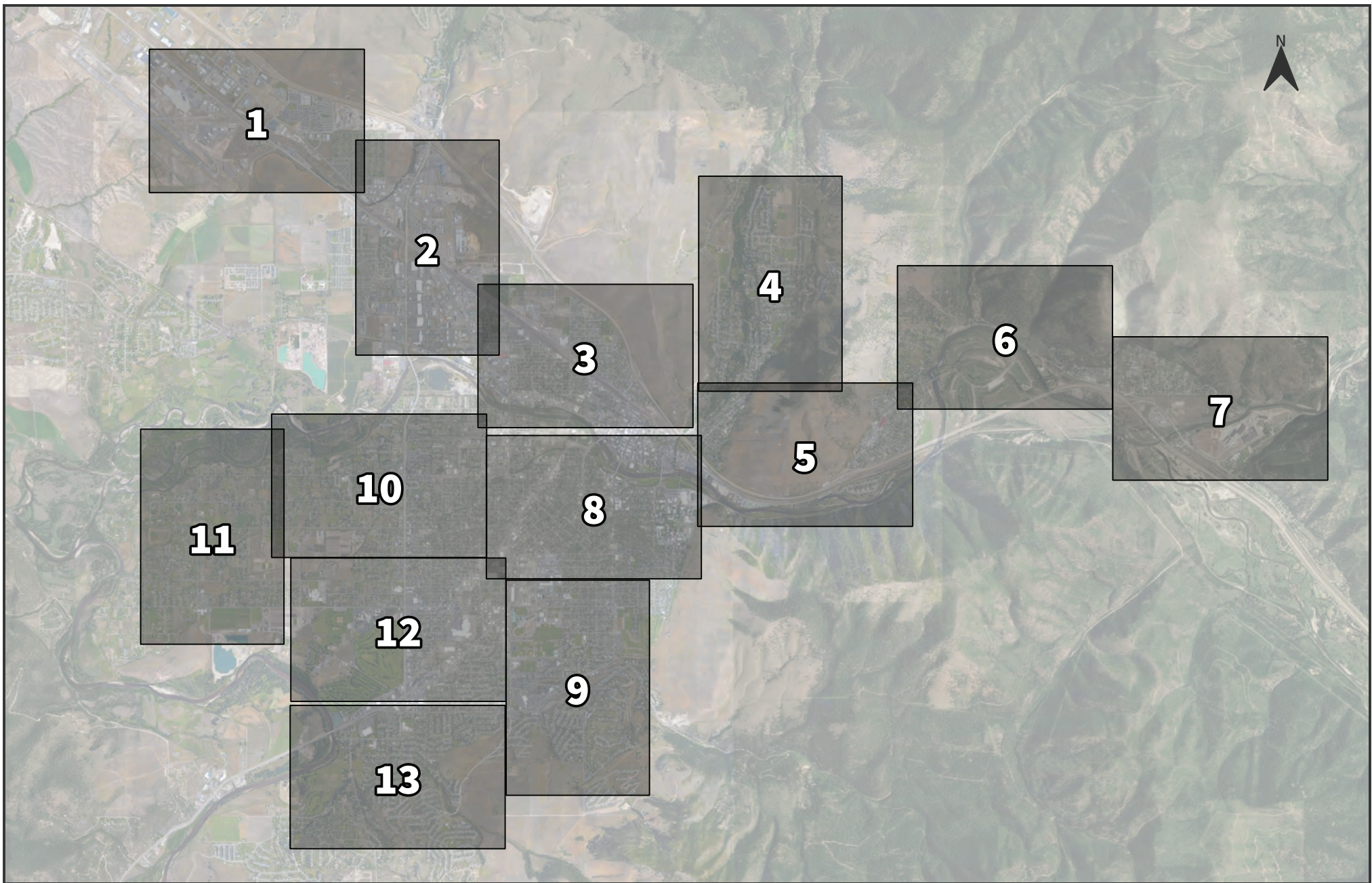
Items 3a and 3b: Curb striping

Where applicable, curbs adjacent to bus stops shall be painted with epoxy paint. Paint shall meet City of Missoula Specifications and Montana Department of Transportation STANDARD AND SUPPLEMENTAL SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2020 EDITION V2.0. Painting

locations are called out in the work zone stop tables. Payment shall be on a linear foot basis including labor, equipment, and other incidentals specific to work.

Disposal of Poles

Poles that can be reused shall be returned to Missoula Public Works. Contractor will coordinate with Chad Pancake (406-360-8132) on pole returns and storage. Poles that cannot be reused shall be disposed of.



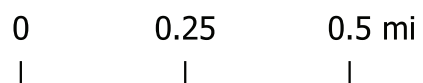
MUTD Bus Stop Sign Project Work Zones Overview

0 2 4 mi



Bus Stop Type

- Installation
- Removal
- Removal & Installation



Work Zone: 1

Zone 1 Work Sequence

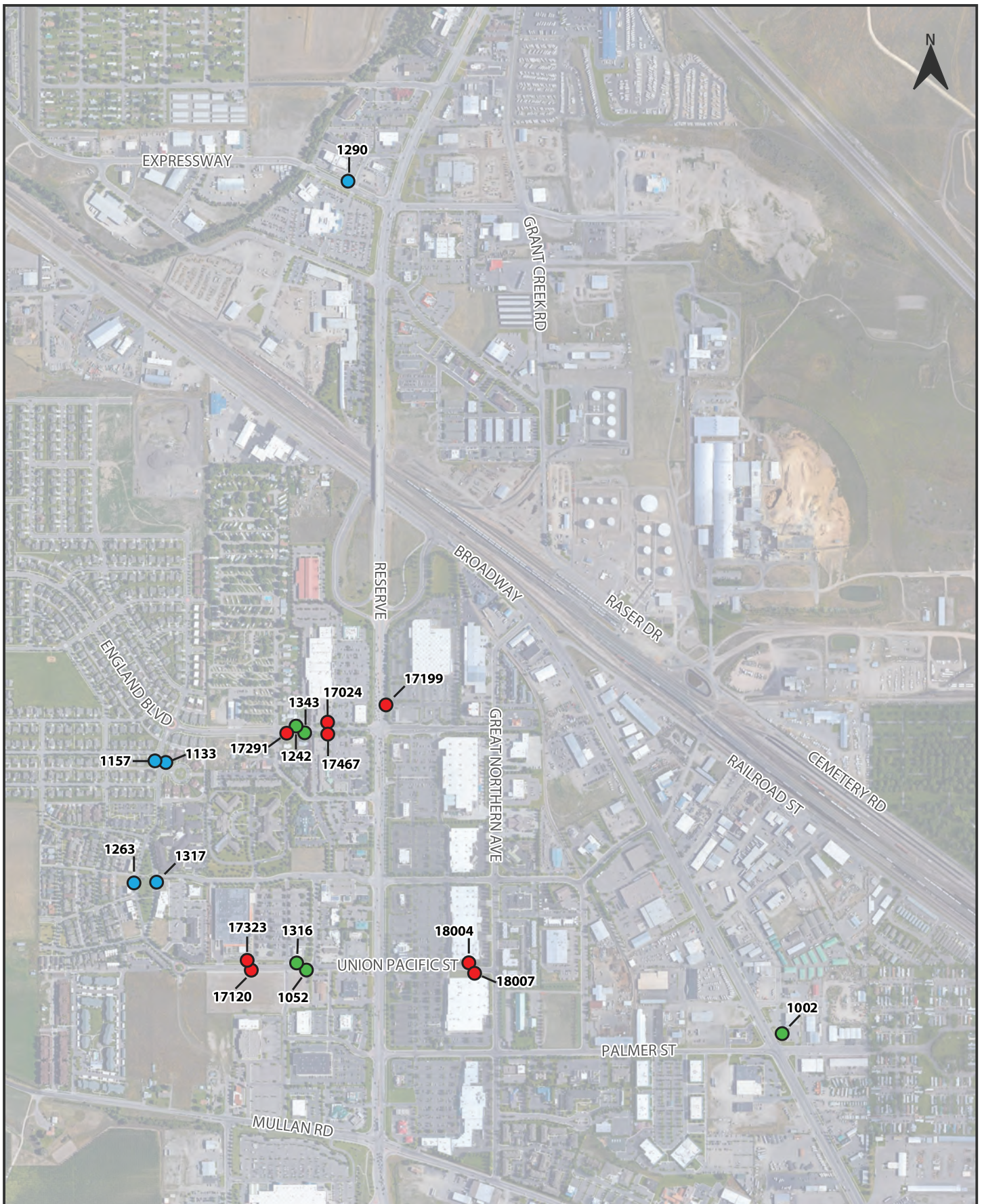
Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
Smokejumper Center	1118	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.924217	-114.087990
Expressway at the Crestview Apartments (North)	1011	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.908139	-114.052257

Zone 1 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)
Expressway at the Crestview Apartments	1011	60	70

Zone 1 Stop Images

Name	Stop ID	Category	Image Link
Expressway at the Crestview Apts	1011	Removal & Installation	https://drive.google.com/file/d/1B6-QzSd5Xl7pPmORWXIXBEIBw6ksqigx/view?usp=drivesdk
Smokejumper Center	1118	Installation	https://drive.google.com/file/d/1He25IJkFaD7Eymb_4Q1_8i0D0uEdo9un/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation

0 0.25 0.5 mi

Work Zone: 2

Zone 2 Work Sequence

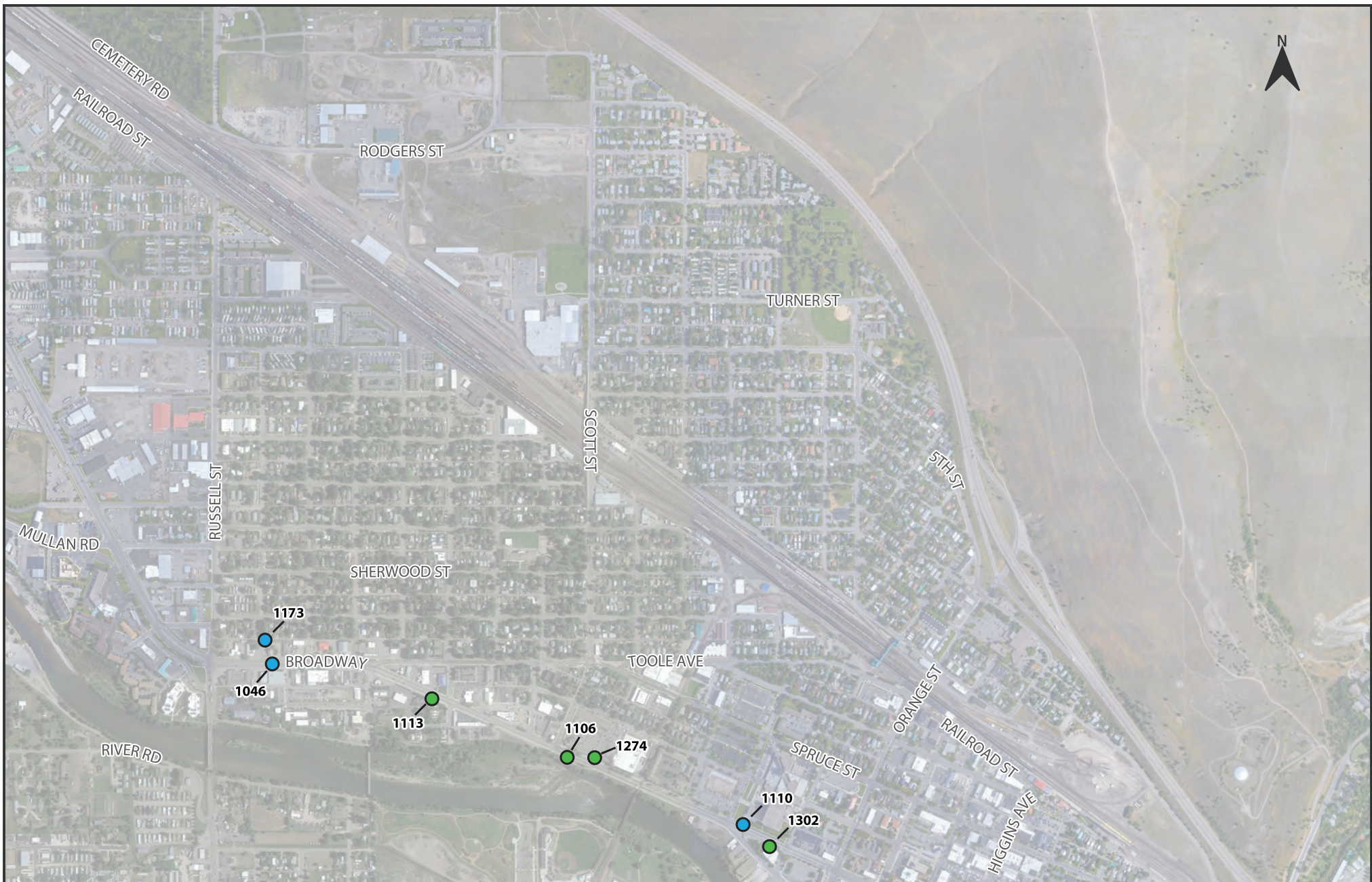
Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
1st	Expressway & N Reserve St	1290	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	Install on opposite side of shelter if too close to utility boxes	46.905750	-114.040332
	England Blvd & Tina Ave (North)	1242	Installation	1a, 3a, 3b	Yes	No	Yes	No	Yes	Yes	Ground	Ensure sign and pole do not obstruct speed limit sign	46.894032	-114.041939
	England Blvd & Tina Ave (South)	1343	Installation	1a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.893888	-114.041667
	Connery Way & Chelsea Dr (East)	1133	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.893264	-114.046175
	Connery Way & Chelsea Dr (West)	1157	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.893270	-114.046337
	Connery Way & Flanagan Ln (East)	1263	Removal & Installation	1b, 2a, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Concrete	Surface mount pole to concrete. Chop and fill old anchor.	46.890648	-114.047059
	Connery Way & American Way (West)	1317	Removal & Installation	1b, 2a, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Concrete	Chop and fill existing pole anchor and surface mount new anchor	46.890665	-114.046345
	Union Pacific & Home Depot	1052	Installation	1a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.888769	-114.041612
	Union Pacific St & Radio Way	1316	Installation	1a	Yes	No	Yes	No	Yes	No	Ground		46.888921	-114.041922
	W Broadway St and Palmer St	1002	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.887310	-114.026770
2nd	N Reserve St & England Blvd	17199	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.894489	-114.039099
	England Blvd & N Reserve St (North)	17024	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.894032	-114.040944
	England Blvd & N Reserve St (South)	17467	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.893894	-114.040942
	England Blvd & Tina Ave	17291	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.893880	-114.042234
	Union Pacific & Home Depot (North)	17323	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.888917	-114.043484
	Union Pacific & Home Depot (South)	17120	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.888765	-114.043353
	Union Pacific & Great Northern Ave (South)	18007	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.888757	-114.036300
	Union Pacific & Great Northern Ave (North)	18004	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.888882	-114.036482

Zone 2 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)
W Broadway St and Palmer St	1002	15	40
Union Pacific & Home Depot	1052	0	40
Connery Way & Chelsea Dr	1133	0	40
Connery Way & Chelsea Dr	1157	0	40
England Blvd & Tina Ave	1242	15	40
Connery Way & Flanagan Ln	1263	15	40
Connery Way & American Way	1317	15	40
England Blvd & Tina Ave	1343	0	40

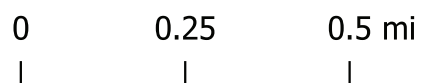
Zone 2 Stop Images

Name	Stop ID	Category	Image
W Broadway St and Palmer St	1002	Installation	https://drive.google.com/file/d/1PgZALFLSPotMZST5B0UqHKqalDMTKtIV/view?usp=drivesdk
Union Pacific & Home Depot	1052	Installation	https://drive.google.com/file/d/1H9FIJah0p7vkCDz7fdrd6QdCaZPUPKWO/view?usp=drivesdk
Connery Way & Chelsea Dr (East)	1133	Removal & Installation	https://drive.google.com/file/d/1REjGkX4muDtfmqkL5xqWEcFIX42vM6/view?usp=drivesdk
Connery Way & Chelsea Dr (West)	1157	Removal & Installation	https://drive.google.com/file/d/13s1fromx3RYbB20J2ILUkaXjRZOiU-A3/view?usp=drivesdk
England Blvd & Tina Ave (North)	1242	Installation	https://drive.google.com/file/d/1XENCHabmjo4uyq6yelMwXuqbjEELjMwu/view?usp=drivesdk
Connery Way & Flanagin Ln (East)	1263	Removal & Installation	https://drive.google.com/file/d/1rMjzsCogYClDvcPS2YsFKSF3jnD1dZ1U/view?usp=drivesdk
Expressway & N Reserve St	1290	Removal & Installation	https://drive.google.com/file/d/1Lge20L8NZTGHTXt57IFn3-d8LMdIOW4v/view?usp=drivesdk
Union Pacific St & Radio Way	1316	Installation	https://drive.google.com/file/d/1nQvt2VPYjWo_PtKsZKssosXx4PSSb0tm/view?usp=drivesdk
Connery Way & American Way (West)	1317	Removal & Installation	https://drive.google.com/file/d/1X1lx0HfszR8lu9N7uumzQB6G185sjwJ5/view?usp=drivesdk
England Blvd & Tina Ave (South)	1343	Installation	https://drive.google.com/file/d/1AWmPvb3s2qs4Ma9RfYviBQZV_CbU6QNNQ/view?usp=drivesdk
England Blvd & N Reserve St (North)	17024	Removal	https://drive.google.com/file/d/1buQ1orwBO1ISSDYxt-ADERcKFyGRpHzb/view?usp=drivesdk
Union Pacific & Home Depot (South)	17120	Removal	https://drive.google.com/file/d/1oiqFKNml-cySgUxGRPC1Lao_T4kCylh4/view?usp=drivesdk
N Reserve St & England Blvd	17199	Removal	https://drive.google.com/file/d/1FRIWS6WBHID9XEoaRKlyzxbpA48eJRP1/view?usp=drivesdk
England Blvd & Tina Ave	17291	Removal	https://drive.google.com/file/d/1z70hKrfiFaSMW9GoUS9NIwAsFMUVbzyW/view?usp=drivesdk
Union Pacific & Home Depot (North)	17323	Removal	https://drive.google.com/file/d/1ZPk0jkAZ4BMRKCQcxFx5cNrPyItWOKCG/view?usp=drivesdk
England Blvd & N Reserve St (South)	17467	Removal	https://drive.google.com/file/d/1sFcJ4dwjvahOvtao2DXnnTb2Dv4KzotY/view?usp=drivesdk
Union Pacific & Great Northern Ave (North)	18004	Removal	https://drive.google.com/file/d/1ONARqz5vs56AMlcrKI3M7MWkSYV92Prw/view?usp=drivesdk
Union Pacific & Great Northern Ave (South)	18007	Removal	https://drive.google.com/file/d/1MewqeWgwxMSgZcAb8GFDNnj6rJHZ9nKp/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation



Work Zone: 3

Zone 3 Work Sequence

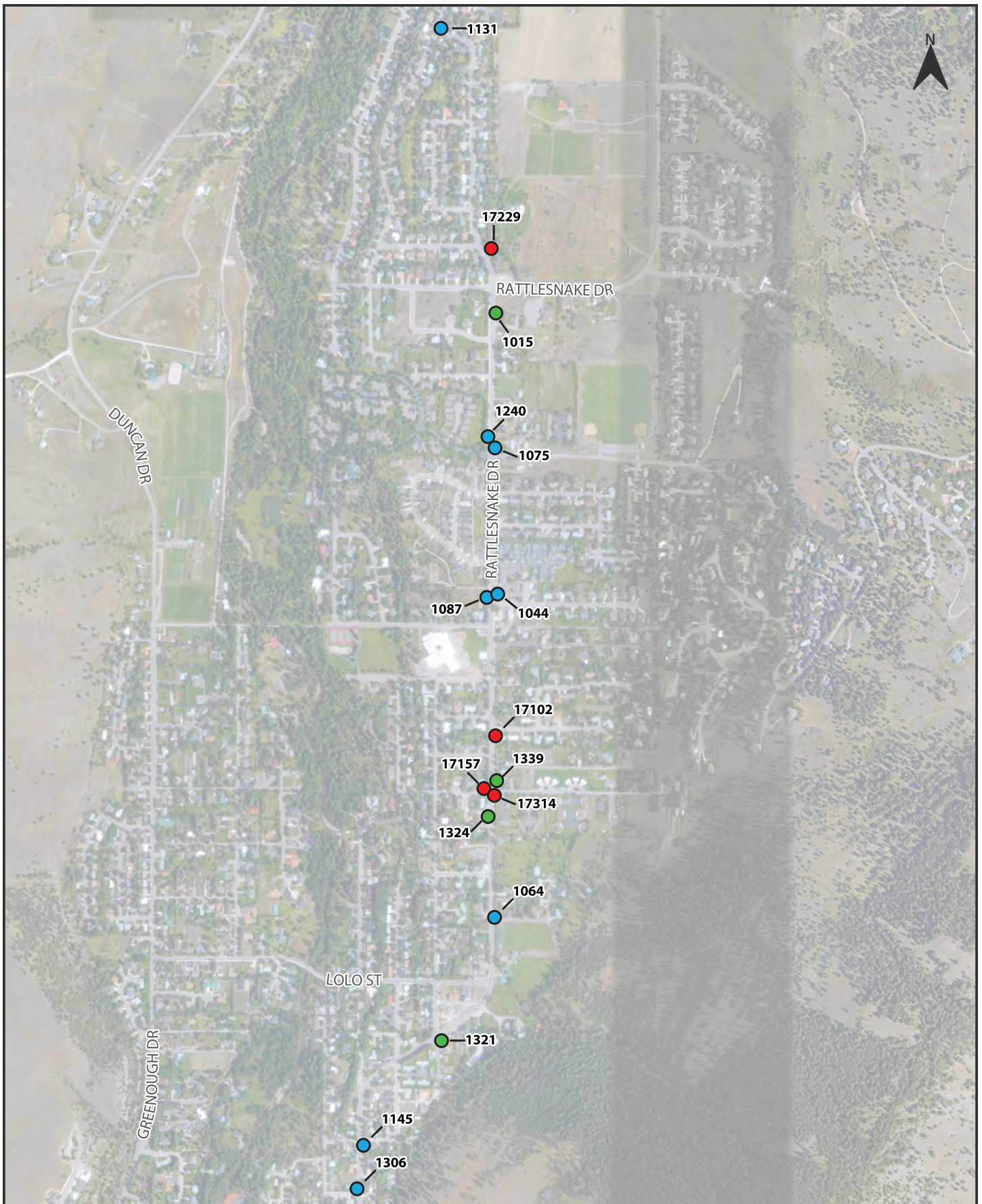
Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
Byron St & Cooper St	1173	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.878506	-114.016852
N Russell St & W Broadway St	1046	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	Current sign/pole not shown. Install new pole in same location as current pole	46.877893	-114.016499
W Broadway St & Burton St	1113	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.877206	-114.011442
W Broadway St & Scott St (North)	1274	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.875900	-114.006166
W Broadwat St & Scott St (South)	1106	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.875907	-114.007056
W Broadway St & McCormick St	1110	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to pole location. Contact Missoula Parking Comission before removing their sign.	46.874418	-114.001355
W Broadway St & Owen St	1302	Installation	1b	Yes	No	Yes	No	No	No	Concrete	Surface mount pole to concrete. MUTD will remove old sign.	46.873928	-114.000498

Zone 3 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)
N Russell St & W Broadway St	1046	0	40
W Broadwat St & Scott St	1106	30	40
W Broadway St & Burton St	1113	30	40
W Broadway St & Scott St	1274	40	50

Zone 3 Stop Images

Name	Stop ID	Category	Image Link
N Russell St & W Broadway St	1046	Removal & Installation	https://drive.google.com/file/d/1Qro0D4JlyR4k8WLSjG827JgbPOtQQ6h6/view?usp=drivesdk
W Broadwat St & Scott St (South)	1106	Installation	https://drive.google.com/file/d/1ZmK9-uAvED9ThRtreq2zTex54aqdQe3G/view?usp=drivesdk
W Broadway St & McCormick St	1110	Removal & Installation	https://drive.google.com/file/d/1A9sMnaiMkn67aD56rqg1ojOQwmiYPN31/view?usp=drivesdk
W Broadway St & Burton St	1113	Installation	https://drive.google.com/file/d/1shRjvfUrO1x5kM0G0fuK6oozHyVeBJc7/view?usp=drivesdk
Byron St & Cooper St	1173	Removal & Installation	https://drive.google.com/file/d/1013V1U0T3i5kbLsxIKxvcEjBn0o5uuXk/view?usp=drivesdk
W Broadway St & Scott St (North)	1274	Installation	https://drive.google.com/file/d/1bbpxlQj1T_ilkZgwPJAUw-ODA4ITgFZk/view?usp=drivesdk
W Broadway St & Owen St	1302	Installation	https://drive.google.com/file/d/1DNAXG7vjMwsv35VyJCyN7BbJBurnZhtv/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation

0 0.25 0.5 mi

Work Zone: 4

Zone 4 Work Sequence

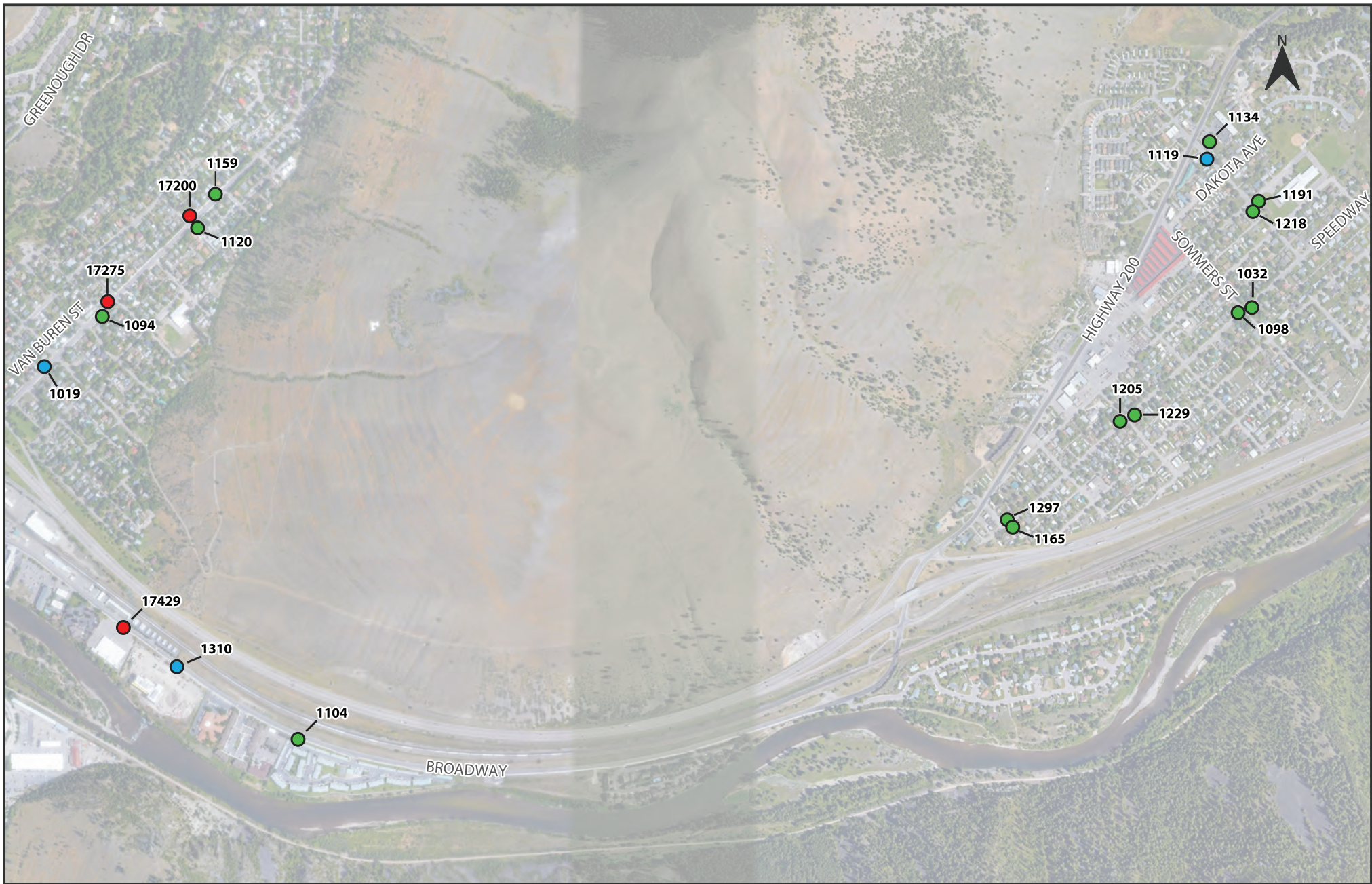
Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
1st	Rattlesnake Dr & Richard St	1306	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.880291	-113.969920
	Rattlesnake Dr & Herbert St	1145	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.881231	-113.969716
	Rattlesnake Dr & Gilbert Ave (South)	1321	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.883584	-113.967301
												No change to sign location. Can't install sign further from the intersection because of bushes and grade		
	Rattlesnake Dr & Murray St	1064	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.886150	-113.965577
	Rattlesnake Dr and Dickenson St (West)	1324	Installation	1a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.888325	-113.965778
												New pole was installed on wrong side of the intersection. Chop and fill existing anchor and reinstall sign on far side of intersection (stop #1339)		
	Rattlesnake Dr & Dickinson St	17314	Removal	2a	No	Yes	No	Yes	No	No	Concrete		46.888782	-113.965582
	Rattlesnake Dr & Dickinson St (East)	1339	Installation	1a	Yes	No	Yes	No	No	No	Ground	See note above	46.889008	-113.965583
	Rattlesnake Dr & Stanely Rd (East)	1044	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.893110	-113.965577
	Rattlesnake Dr & Stanely Rd (West)	1087	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.893059	-113.965773
	Rattlesnake Dr & Lower Lincoln Hills Dr (East)	1075	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.896278	-113.965561
	Rattlesnake Dr & Lower Lincoln Hills Dr (West)	1240	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	Remove pole and wooden post	46.896522	-113.965784
	Rattlesnake Dr & Rattlesnake Dr	1015	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.899189	-113.965534
	Lincoln Rd & Timberlane St	1131	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.905331	-113.967267
2nd	Rattlesnake Dr & Khanabad Way	17102	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.890068	-113.965545
	Lincoln Rd & Lincolnwood	17229	Removal	2b	No	Yes	No	Yes	No	No	Ground	Contractor removes sign/pole. MUTD removes bench and bike racks.	46.900537	-113.965840
	Rattlesnake Dr & Dickinson St	17157	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.888916	-113.965773

Zone 4 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)	Notes
Rattlesnake Dr & Stanely Rd	1044	0	40	
Rattlesnake Dr & Stanely Rd	1087	0	40	
Rattlesnake Dr and Dickenson St	1324	0	40	

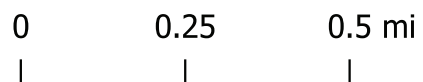
Zone 4 Stop Images

Name	Stop ID	Category	Image Link
Rattlesnake Dr & Rattlesnake Dr	1015	Installation	https://drive.google.com/file/d/1YVNwY6h8JEJYrHhMi9PVbuO2WefqjW9H/view?usp=drivesdk
Rattlesnake Dr & Stanely Rd (East)	1044	Removal & Installation	https://drive.google.com/file/d/1S-EGtf0OFunVaQ8E7IM7YcmOGsYvFzFQ/view?usp=drivesdk
Rattlesnake Dr & Murray St	1064	Removal & Installation	https://drive.google.com/file/d/1FS0wg7300tMGRxxTQ0SiO-G3q4SSJFae/view?usp=drivesdk
Rattlesnake Dr & Lower Lincoln Hills Dr (East)	1075	Removal & Installation	https://drive.google.com/file/d/1TRX-pUmG9FWeVgDCualyEI33YhfP_kim/view?usp=drivesdk
Rattlesnake Dr & Stanely Rd (West)	1087	Removal & Installation	https://drive.google.com/file/d/1k3S6L48e0efC-Sz2kmNa95fubWcDaN24/view?usp=drivesdk
Lincoln Rd & Timberlane St	1131	Removal & Installation	https://drive.google.com/file/d/1-Ggeye0lyMHIB7Vv7T44vWWwi5JHSMiH/view?usp=drivesdk
Rattlesnake Dr & Herbert St	1145	Removal & Installation	https://drive.google.com/file/d/1dXW6r0RpJj2CKHpEuf4mhBdGNXX1NAic/view?usp=drivesdk
Rattlesnake Dr & Lower Lincoln Hills Dr (West)	1240	Removal & Installation	https://drive.google.com/file/d/1CfseTCaYAyYybfK4HtZHH4HM0W7iMOUy/view?usp=drivesdk
Rattlesnake Dr & Richard St	1306	Removal & Installation	https://drive.google.com/file/d/1WjUcVySIH4i5BJjPoT8uq90_roG72aBr/view?usp=drivesdk
Rattlesnake Dr & Gilbert Ave (South)	1321	Installation	https://drive.google.com/file/d/1khxi8UERJai7AEB1NyBMkGUc9wzo5-fA/view?usp=drivesdk
Rattlesnake Dr and Dickenson St (West)	1324	Installation	https://drive.google.com/file/d/1i2eBlpZZpk-BJC1tyx0MtSMr8I_r5CBY/view?usp=drivesdk
Rattlesnake Dr & Dickinson St (East)	1339	Installation	https://drive.google.com/file/d/1-v4nLa9ZL1c69OM697t22zxPBnIU4HVn/view?usp=drivesdk
Rattlesnake Dr & Khanabad Way	17102	Removal	https://drive.google.com/file/d/19mlWSk8jc_axSMZqAKd9l0dmj_M2zlc/view?usp=drivesdk
Rattlesnake Dr & Dickinson St	17157	Removal	https://drive.google.com/file/d/1RMI1ih9IPi4RNzkMhHOMeBqIWO2ltOEV/view?usp=drivesdk
Lincoln Rd & Lincolnwood	17229	Removal	https://drive.google.com/file/d/1nM_QAKwVFYD_Vbt956zzxcY46xf7i5vb/view?usp=drivesdk
Rattlesnake Dr & Dickinson St	17314	Removal	https://drive.google.com/file/d/1Sgd9fsTe1X9-58cslhTvCMdQ_w2-tQKH/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation



Work Zone: 5

Zone 5 Work Sequence

Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
1st												No change to sign location. Install in-ground if possible. If there isn't enough space, surface mount anchor to sidewalk.		
	Van Buren St & Cherry St	1019	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.871898	-113.979281
	Van Buren St and Locust St	1094	Installation	1a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.873009	-113.977400
	N Van Buren St and Willow St	1120	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.875091	-113.974335
	N Van Buren St and Lilac St	1159	Installation	1b, 3a, 3b	Yes	No	Yes	No	Yes	Yes	Concrete	Surface mount pole to sidewalk	46.875716	-113.973733
	East Broadway and Missoula College	1310	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.865248	-113.974982
	E Broadway St at Silvertip Apartments	1104	Installation	1a	Yes	No	Yes	No	No	No	Ground	Install in grass behind sidewalk	46.863640	-113.971055
	Speedway Ave & Highton St (North)	1297	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.868505	-113.948063
	Speedway Ave & Highton St (South)	1165	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.868395	-113.947957
	Speedway Ave & Randles St (North)	1205	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.870686	-113.944406
	Speedway Ave & Randles St (South)	1229	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.870825	-113.943935
	Speedway Ave & Sommers St (North)	1098	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.873094	-113.940580
	Speedway Ave & Sommers St (South)	1032	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.873206	-113.940133
	Staple St & Michigan Ave (West)	1218	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.875381	-113.940100
	Staple St & Michigan Ave (East)	1191	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.875478	-113.940001
	Staple St & Hwy 200 (West)	1119	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.876607	-113.941723
	Staple St & Hwy 200 (East)	1134	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.876813	-113.941769
2nd	E Broadway St at MT Tech Enterprise Center	17429	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.866117	-113.976717
	Van Buren St & Elm St	17275	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.873338	-113.977224
	Van Buren St & Willow St	17200	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.875228	-113.974414

Zone 5 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)	Notes
Van Buren St & Cherry St	1019	15	40	
Van Buren St and Locust St	1094	0	40	
N Van Buren St and Lilac St	1159	15	40	

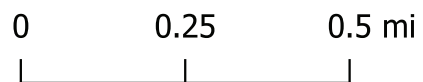
Zone 5 Stop Images

Name	Stop ID	Category	Image Link
Van Buren St & Cherry St	1019	Removal & Installation	https://drive.google.com/file/d/1yhyDKB6d_VVhhjg_VgjoawY1hOxAGctT/view?usp=drivesdk
Speedway Ave & Sommers St (South)	1032	Installation	https://drive.google.com/file/d/1wdVld9N6_8voaMvrmu_MGOEkdq_2R9B2/view?usp=drivesdk
Van Buren St and Locust St	1094	Installation	https://drive.google.com/file/d/19xNP6di0SbD9NSz4etLweUUA_DhyCntn/view?usp=drivesdk
Speedway Ave & Sommers St (North)	1098	Installation	https://drive.google.com/file/d/10V1JdCeECCqXPX5E6hU6YZtfMF5j2HeY/view?usp=drivesdk
E Broadway St at Silvertip Apartments	1104	Installation	https://drive.google.com/file/d/1Yr3wglnwJyTCMVNBR83uW5iuSai3u6gQ/view?usp=drivesdk
Staple St & Hwy 200 (West)	1119	Removal & Installation	https://drive.google.com/file/d/1p4FOOaMZPNdv3E0uWJvjKXEcVqalcyoL/view?usp=drivesdk
N Van Buren St and Willow St	1120	Installation	https://drive.google.com/file/d/1iixc8hytv0pNEb7l4DPdR4cJgDHZYhwT/view?usp=drivesdk
Staple St & Hwy 200 (East)	1134	Installation	https://drive.google.com/file/d/1Jr05ib--KfcEUMHhcd3Hvotkl9gWNnK7/view?usp=drivesdk
N Van Buren St and Lilac St	1159	Installation	https://drive.google.com/file/d/1xU4dt6jhyRWRdyQo7NDjE5dt-TmxarWI/view?usp=drivesdk
Speedway Ave & Highton St (South)	1165	Installation	https://drive.google.com/file/d/1ubTLi-W0uSIWF0Xc11fbxV_iLQCyU9oe/view?usp=drivesdk
Staple St & Michigan Ave (East)	1191	Installation	https://drive.google.com/file/d/1hTONZ7oeWTRujWlwQ5xBrXxdkzI3y15n/view?usp=drivesdk
Speedway Ave & Randles St (North)	1205	Installation	https://drive.google.com/file/d/1J6UBqUzTunOsLFoYpdu5roLHVMMEqllh/view?usp=drivesdk
Staple St & Michigan Ave (West)	1218	Installation	https://drive.google.com/file/d/1p1aZaanyU42uPB8SzeGH2gh-ScSEF0aH/view?usp=drivesdk
Speedway Ave & Randles St (South)	1229	Installation	https://drive.google.com/file/d/1yAcmU9PHuszc6d40EuxtK7NNotO3pRCQ/view?usp=drivesdk
Speedway Ave & Highton St (North)	1297	Installation	https://drive.google.com/file/d/18XWAvhXfQNduSnEAabxRoQyFEmk0dc6L/view?usp=drivesdk
East Broadway and Missoula College	1310	Removal & Installation	https://drive.google.com/file/d/1w308aR18lt5wNxsP4KJF6E_EdqAON0LR/view?usp=drivesdk
Van Buren St & Willow St	17200	Removal	https://drive.google.com/file/d/1wvDfwwEDEcmveH0JhhVstvzG_8RPJwbb/view?usp=drivesdk
Van Buren St & Elm St	17275	Removal	https://drive.google.com/file/d/1OpfM7iMGvhyhoe2qcZLAAQOU1tTzloCF/view?usp=drivesdk
E Broadway St at MT Tech	17429	Removal	https://drive.google.com/file/d/1amU3WaYWWFF_Hk6KtSQzE0MNYConjl-m/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation



Work Zone: 6

Zone 6 Work Sequence

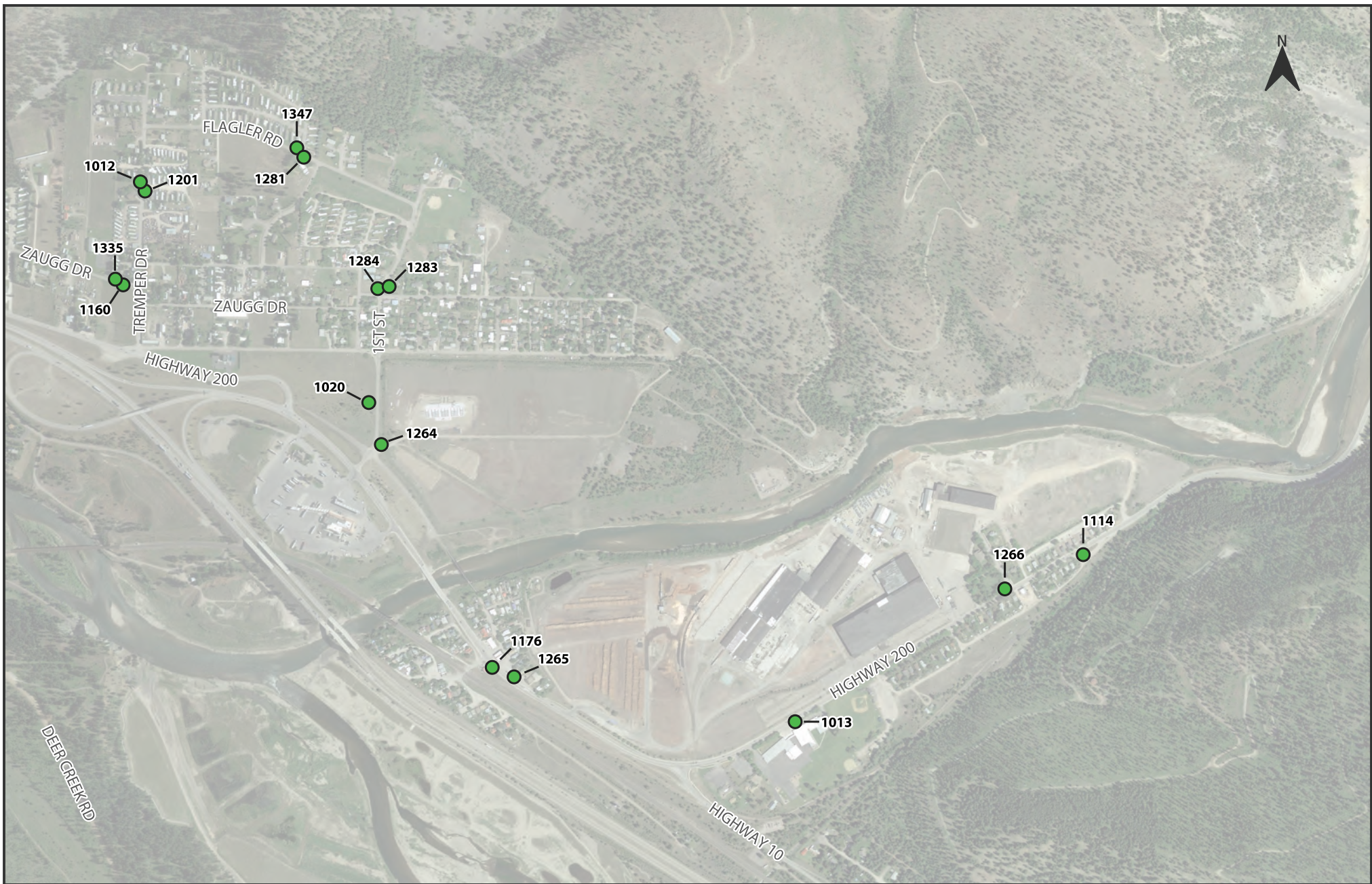
Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
MT Highway 200 & Shepard Ln	1337	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.881901	-113.935526
MT Highway 200 & Speedway Ave	1253	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.881960	-113.935230
Highway 200 & Jupiter Lane	1255	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.881996	-113.907926
MT Highway 200 & Tamarack Rd	1211	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.881478	-113.907165
Zaugg Dr & Big Pines Ln (North)	1171	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.880787	-113.899408
Zaugg Dr & Big Pines Ln (South)	1021	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.880642	-113.899170

Zone 6 Striping

No striping is required for Zone 6 stops

Zone 6 Stop Images

Name	Stop ID	Category	Image Link
Zaugg Dr & Big Pines Ln (South)	1021	Installation	https://drive.google.com/file/d/17rEKQ62WWJELhjZ5jgy9AH-JgcchCspH/view?usp=drivesdk
Zaugg Dr & Big Pines Ln (North)	1171	Installation	https://drive.google.com/file/d/1UyE73DsyKdJWYny_pNRBH5_QjYE0v3fM/view?usp=drivesdk
MT Highway 200 & Tamarack Rd	1211	Installation	https://drive.google.com/file/d/1BS93j8dmvR9NOLd-ImpHsK70Feg96jyE/view?usp=drivesdk
MT Highway 200 & Speedway Ave	1253	Installation	https://drive.google.com/file/d/1yvPmX3Bm0aTovoBID90ZaBuNj9y6sFW5/view?usp=drivesdk
Highway 200 & Jupiter Lane	1255	Installation	https://drive.google.com/file/d/1qAkrG4tdTeM1z1mwjKTt8Zir709G4bE6/view?usp=drivesdk
MT Highway 200 & Shepard Ln	1337	Installation	https://drive.google.com/file/d/1-bTtEDbmd_teurmG6uGDovNJzS2FtsT0/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation

Work Zone: 7

Zone 7 Work Sequence

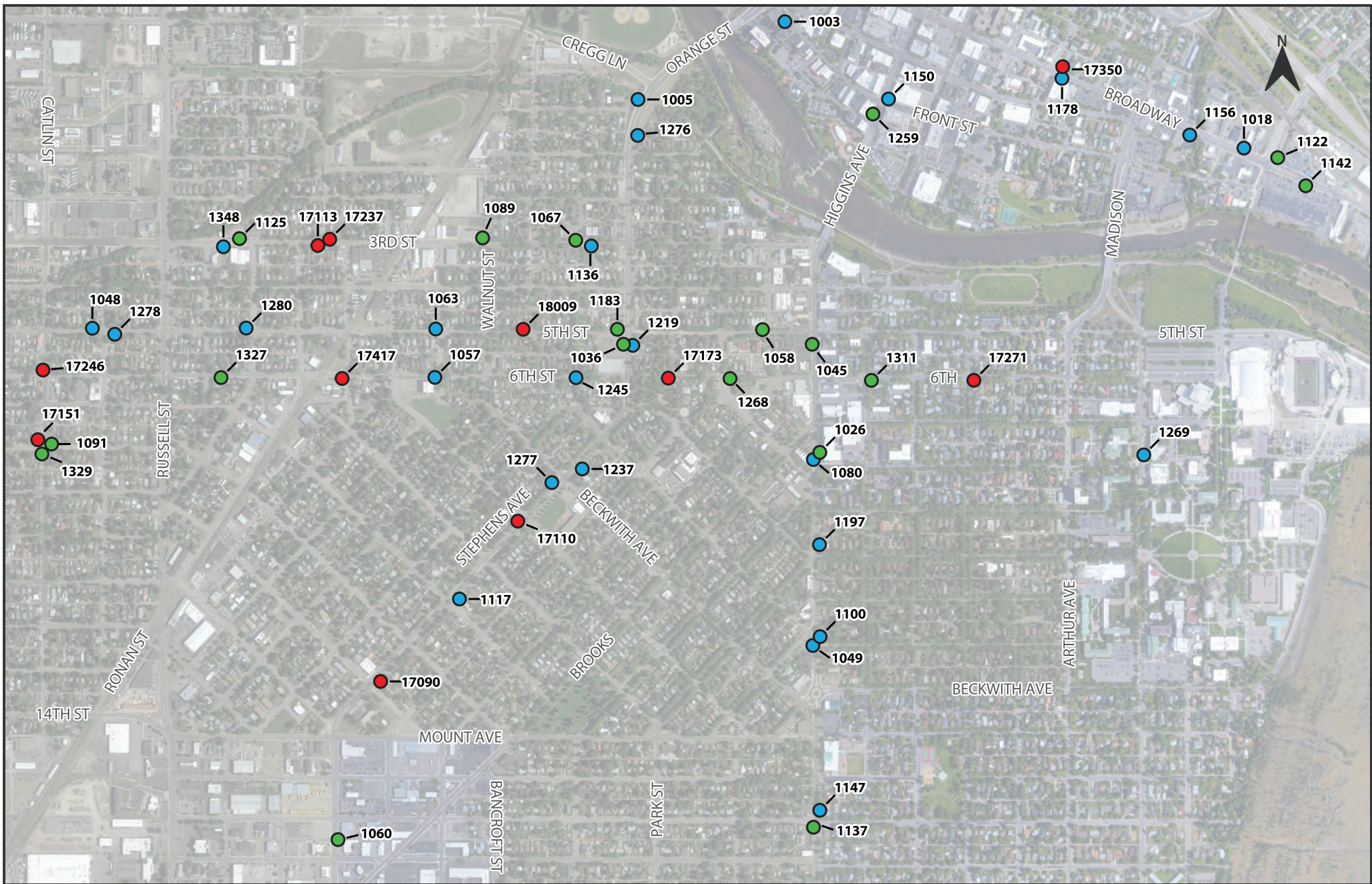
Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
Tremper Dr & Zaugg Dr	1335	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.879658	-113.894081
Zaugg Dr & Tremper Dr	1160	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.879528	-113.893759
Tremper Dr & Half Acre Loop	1012	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.881813	-113.893270
Tremper Dr & Carol's Way	1201	Installation	1a	Yes	No	Yes	MUTD	No	No	Ground	MUTD will remove old sign	46.881609	-113.893119
Flagler Rd & Bear Dr	1347	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.882568	-113.888199
Flagler Rd & Greenland Mobile Park	1281	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.882359	-113.887973
Haaglund Dr & Zaugg Dr (West)	1284	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.879449	-113.885473
Haaglund Dr & Zaugg Dr (East)	1283	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.879489	-113.885265
1st St & Old MT 200	1020	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.876910	-113.885700
1st St & Cowboy Trail Rd	1264	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.875871	-113.885720
MT Highway 200	1176	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.871058	-113.881864
MT Highway 200 & Anaconda	1265	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.870848	-113.881156
MT Highway 200 at Bonner School	1013	Installation	1a, 3a	Yes	No	Yes	No	No	Yes	Ground		46.869855	-113.872044
Highway 200 Turnaround	1114	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.873556	-113.862706
MT Highway 200 at Bonner Post Office	1266	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.872797	-113.865247

Zone 7 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)	Notes
MT Highway 200 at Bonner School	1013	20	0	
MT Highway 200 & Anaconda	1265	15	40	
MT Highway 200 at Bonner Post Office	1266	15	40	

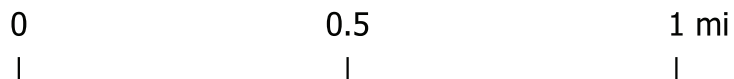
Zone 7 Stop Images

Name	Stop ID	Category	Image Link
Tremper Dr & Half Acre Loop	1012	Installation	https://drive.google.com/file/d/1phLkldm2zR8O8Wa99J_238nKlmHHC5X0/view?usp=drivesdk
MT Highway 200 at Bonner School	1013	Installation	https://drive.google.com/file/d/1MzhBegua5Q5WdwKN4KkKuOzeNzmQEbp/view?usp=drivesdk
1st St & Old MT 200	1020	Installation	https://drive.google.com/file/d/1l-nCPWRCw0zM6oPY33m1YaqlCbjlCaER/view?usp=drivesdk
Highway 200 Turnaround	1114	Installation	https://drive.google.com/file/d/1xChnqzivaFiAfBfWk3ByHae9-A967D_n/view?usp=drivesdk
Zaugg Dr & Tremper Dr	1160	Installation	https://drive.google.com/file/d/1F-D2y2A_od6oTIm0dUECsOjtweho1kPC/view?usp=drivesdk
MT Highway 200	1176	Installation	https://drive.google.com/file/d/1Z0Bbf3zi3GUNjYVe7g2WyThKn1O39RUq/view?usp=drivesdk
Tremper Dr & Carol's Way	1201	Installation	https://drive.google.com/file/d/17wNvmocAgEn7lwwLMtPGWaPrk5e_k429/view?usp=drivesdk
1st St & Cowboy Trail Rd	1264	Installation	https://drive.google.com/file/d/1493BXl-dW5Y4VZ5dudJW_rGM3LV_dz9e/view?usp=drivesdk
MT Highway 200 & Anaconda	1265	Installation	https://drive.google.com/file/d/1VNLjfARZWDp0G4zrNgmYdU1HtIABnAU1/view?usp=drivesdk
MT Highway 200 at Bonner Post Office	1266	Installation	https://drive.google.com/file/d/1oFBbAtKfgYVsAXFjscio69NskuQW4o0H/view?usp=drivesdk
Flagler Rd & Greenland Mobile Park	1281	Installation	https://drive.google.com/file/d/1i7C6CvFytXtigYHR68VILmf666zgzfAT/view?usp=drivesdk
Haaglund Dr & Zaugg Dr (East)	1283	Installation	https://drive.google.com/file/d/1EaTjgizh3_tlbRbRUH0jkkym97Wjl-xJ/view?usp=drivesdk
Haaglund Dr & Zaugg Dr (West)	1284	Installation	https://drive.google.com/file/d/1Gdegnb70u-o1ewFN2KKHUzjb54sLxRT7/view?usp=drivesdk
Tremper Dr & Zaugg Dr	1335	Installation	https://drive.google.com/file/d/1FSf2tW6ysFkOdHCOyFabOjVpKD8JscQ9/view?usp=drivesdk
Flagler Rd & Bear Dr	1347	Installation	https://drive.google.com/file/d/1VH1-aYu-swqcmHEUPZ-cqzZOGUDuLwk/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation



Work Zone: 8

Zone 8 Work Sequence

Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
1st	E Broadway at Eastgate	1142	Installation	1b	Yes	No	Yes	MUTD	No	No	Concrete	Surface mount pole to concrete. MUTD will remove old sign. Install UDASH sign.	46.868256	-113.981575
	Van Buren St & E Broadway St	1122	Installation	1b	Yes	No	Yes	MUTD	No	No	Concrete	Surface mount pole to concrete. MUTD will remove old sign.	46.868879	-113.982485
	E Broadway St & Van Buren St	1018	Removal & Installation	1b, 2a	Yes	Yes	Yes	Yes	No	No	Concrete	Chop and fill existing anchor. Install new sign in-ground. Install UDASH sign.	46.869092	-113.983579
	E Broadway St and Monroe St.	1156	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location. Install UDASH sign.	46.869380	-113.985336
	E Broadway St & N Adams St	1178	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.870635	-113.989479
	Higgins Ave & E Front St	1150	Removal & Installation	1c	Yes	Yes	Yes	Yes	No	No	Concrete	Reuse existing anchor. Shim anchor to fit new pole	46.870178	-113.995100
	N Higgins Ave & W Front St	1259	Installation	1b	Yes	No	Yes	MUTD	No	No	Concrete	Surface mount pole to concrete. MUTD will remove old sign.	46.869846	-113.995607
	Front St & Orange St	1003	Removal & Installation	1b, 2a	Yes	Yes	Yes	Yes	No	No	Concrete	Chop existing anchor. Surface mount anchor in same location	46.871892	-113.998461
	Orange Street & Cregg Ln	1005	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.870167	-114.003222
	Orange St & S 1st St W	1276	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.869372	-114.003232
	S 3rd St W & Cottonwood St (North)	1067	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.867049	-114.005241
	S 3rd St W & Cottonwood St (South)	1136	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.866922	-114.004735
	S 3rd St W & Walnut St	1089	Installation	1b, 3a	Yes	No	Yes	MUTD	No	Yes	Concrete	Surface mount pole to sidewalk closer to curb than shown in photo - 1' from curb. MUTD will remove old sign.	46.867101	-114.008259
	S 3rd St W & S Inez St	1125	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.867086	-114.016142
	S 3rd St W & Prince St	1348	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.866891	-114.017016
	S Higgins Ave & S 5th St	1045	Installation	1b, 3b	Yes	No	Yes	MUTD	No	Yes	Concrete	Surface mount pole to concrete. MUTD will remove old sign.	46.864744	-113.997576
	S 5th St W & Myrtle St	1058	Installation	1a, 3a, 3b	Yes	No	Yes	No	Yes	Yes	Ground	Install UDASH sign	46.865069	-113.999186
	S 5th St W & Orange St	1183	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign. Install UDASH sign.	46.865076	-114.003891
	Orange St & S 5th St W	1219	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.864720	-114.003390
	Orange St & S 5th St W	1036	Installation	1b	Yes	No	Yes	MUTD	No	No	Concrete	Surface mount pole to concrete. MUTD will remove old sign.	46.864744	-114.003693
	S 5th St W & Ash St	1063	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	Install UDASH sign	46.865082	-114.009778
	S 5th St W & Inez St	1280	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	Install UDASH sign	46.865104	-114.015925
	S 5th St W & S Washburn St (North)	1048	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.865099	-114.020910
	S 5th St W & S Washburn St (South)	1278	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.864966	-114.020184
	S 8th St W & S Catlin St	1329	Installation	1a, 3a, 3b	Yes	No	Yes	No	Yes	Yes	Ground	Install pole 40' from crosswalk	46.862313	-114.022545
	S Catlin St & S 8th St W	1091	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.862534	-114.022316
	S 6th St W & Prince St	1327	Installation	1a, 3a, 3b	Yes	No	Yes	No	Yes	Yes	Ground	Install UDASH sign.	46.864007	-114.016740
	S 6th St W & Ash St	1057	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to stop location. Install UDASH sign.	46.864011	-114.009807
	S 6th St W & Cottonwood St	1245	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	Move sign back 20' from crosswalk. Install UDASH sign.	46.864004	-114.005232
	S 6th St W & Hazel St	1268	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground	Install UDASH sign.	46.863985	-114.000238
	S 6th St E & Gerald Ave	1311	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign. Install UDASH sign.	46.863944	-113.995656
	Connell Ave & Maurice Ave (UM Music Bldg)	1269	Removal & Installation	1b, 2a	Yes	Yes	Yes	Yes	No	No	Concrete	Surface mount anchor to concrete. Remove existing surface mount anchor. Install UDASH sign. Contact UM before installing new sign	46.862293	-113.986826

Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
	S Higgins Ave & Connell Ave (East)	1026	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.862349	-113.997328
	S Higgins Ave & Connell Ave (West)	1080	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.862191	-113.997537
	S Higgins Ave & University Ave	1197	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.860305	-113.997339
	S Higgins Ave & Keith Ave	1100	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.858266	-113.997319
	S Higgins Ave & Florence St	1049	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.858069	-113.997554
	S Higgins Ave & Beverly Ave	1147	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.854418	-113.997327
	S Higgins Ave & Strand Ave	1137	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.854043	-113.997534
	Stephens Ave & W Beckwith St	1237	Removal & Installation	1c, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Concrete	Reuse existing anchor. Shim anchor to fit new pole	46.861982	-114.005030
	Stephens Ave & Beckwith St	1277	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.861679	-114.006015
	Stephens Ave & W Bickford St	1117	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.859100	-114.009010
	Stephens Ave & Kensington Ave	1060	Installation	1a	Yes	No	Yes	MUTD	No	No	Ground	MUTD will remove old sign. Get approval from Secret Seconds to install sign in their landscaping.	46.853768	-114.012946
2nd	E Broadway St & N Adams St	17350	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.870836	-113.989455
	S 3rd St W & California St (North)	17237	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.867070	-114.013216
	S 3rd St W & California St (South)	17113	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.866932	-114.013599
	S Catlin St & S 6th St W	17246	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.864173	-114.022510
	S Catlin St & S 8th St W	17151	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.862616	-114.022534
	S 6th St W & Ivy St	17417	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.863987	-114.012814
	S 6th St W & Chestnut St	17173	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.863994	-114.002238
	S 6th St E & Hilda Ave	17271	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.863946	-113.992334
	S 5th St W & Hickory St	18009	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.865076	-114.006945
	Stephens Ave & W Crosby St	17110	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.860825	-114.007119
	Stephens Ave & W Harlem St	17090	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.857273	-114.011566

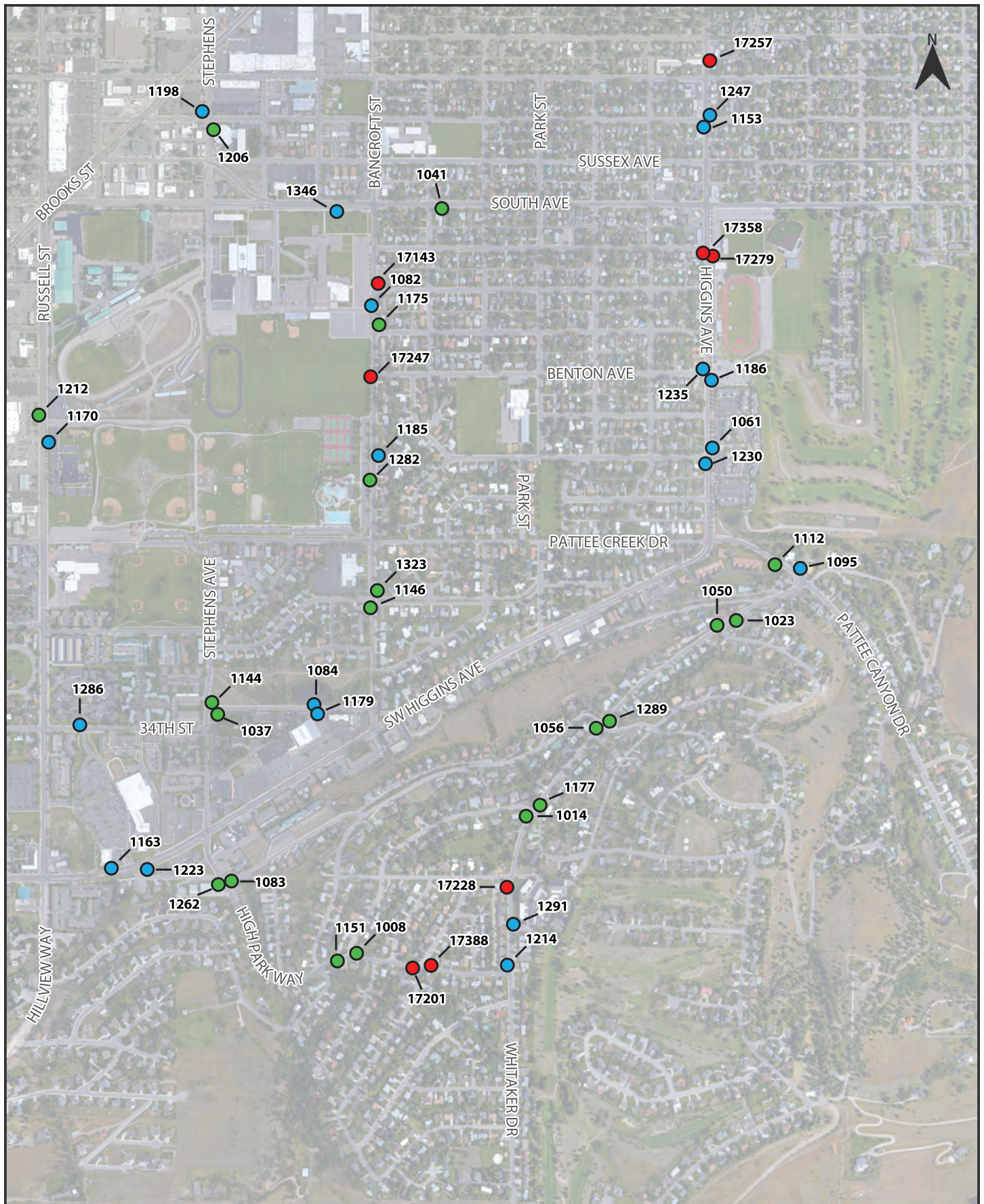
Zone 8 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)	Notes
S Higgins Ave & Connell Ave	1026	0	40	
S Higgins Ave & S 5th St	1045	0	40	
S 5th St W & S Washburn St	1048	0	40	
S Higgins Ave & Florence St	1049	0	40	
S 5th St W & Myrtle St	1058	15	40	
S 5th St W & Ash St	1063	0	40	
S 3rd St W & Cottonwood St	1067	15	40	
S Higgins Ave & Connell Ave	1080	0	40	
S 3rd St W & Walnut St	1089	15	0	
S Catlin St & S 8th St W	1091	15	40	
S Higgins Ave & Keith Ave	1100	15	40	
Stephens Ave & W Bickford St	1117	15	40	
S 3rd St W & S Inez St	1125	30	40	
S 3rd St W & Cottonwood St	1136	0	40	
S Higgins Ave & Strand Ave	1137	15	40	
S Higgins Ave & Beverly Ave	1147	15	40	
E Broadway St and Monroe St.	1156	0	40	
E Broadway St & N Adams St	1178	15	40	
S 5th St W & Orange St	1183	15	40	
S Higgins Ave & University Ave	1197	15	40	
Orange St & S 5th St W	1219	0	40	
Stephens Ave & W Beckwith St	1237	15	40	
S 6th St W & Hazel St	1268	0	40	
Stephens Ave & Beckwith St	1277	15	40	
S 5th St W & S Washburn St	1278	15	40	
S 5th St W & Inez St	1280	15	40	
S 6th St E & Gerald Ave	1311	15	40	
S 6th St W & Prince St	1327	15	40	
S 8th St W & S Catlin St	1329	15	40	
S 3rd St W & Prince St	1348	0	40	

Zone 8 Stop Images

Name	Stop ID	Category	Image Link
Front St & Orange St	1003	Removal & Installation	https://drive.google.com/file/d/1HTKg55sCT7Kyw_yTKQ1nFfbjLkU27x9/view?usp=drivesdk
Orange Street & Cregg Ln	1005	Removal & Installation	https://drive.google.com/file/d/1h2jXn4qWprRtEDOvUC2oD4rVaG0rY2R/view?usp=drivesdk
E Broadway St & Van Buren St	1018	Removal & Installation	https://drive.google.com/file/d/10B_c3DJgj8g9PRxno_XsCgulocxNOQL0/view?usp=drivesdk
S Higgins Ave & Connell Ave (East)	1026	Installation	https://drive.google.com/file/d/1vRH-5CvLpVYagKdUpmA-KSpMHsOQPXWS/view?usp=drivesdk
Orange St & S 5th St W	1036	Installation	https://drive.google.com/file/d/1COalm3CjRktT0-3x0ALrWUZ0W-8t4Xkm/view?usp=drivesdk
S Higgins Ave & S 5th St	1045	Installation	https://drive.google.com/file/d/187K4ozrF84PmmwvQ6rCequK-OSmj1Pvm/view?usp=drivesdk
S 5th St W & S Washburn St (North)	1048	Removal & Installation	https://drive.google.com/file/d/1p9ur3LoJESLrqq_YA2hJgx1AT1Lsmj_9/view?usp=drivesdk
S Higgins Ave & Florence St	1049	Removal & Installation	https://drive.google.com/file/d/1Xn-qJoP8-QHDgZkfs-KqyB1wz5CriaMY/view?usp=drivesdk
S 6th St W & Ash St	1057	Removal & Installation	https://drive.google.com/file/d/1NnagZE2HVI9L0jHL3wi3iK5oKTl2Jba/view?usp=drivesdk
S 5th St W & Myrtle St	1058	Installation	https://drive.google.com/file/d/192y3SgkaBbRZgNdsWBEalhXjqrUNtaxs/view?usp=drivesdk
Stephens Ave & Kensington Ave	1060	Installation	https://drive.google.com/file/d/1JBFnhwONNYRSMkzuFy6_FXBECacMATS1/view?usp=drivesdk
S 5th St W & Ash St	1063	Removal & Installation	https://drive.google.com/file/d/1zmGL6lzWUVsUBAu59BRc7-mAUvXhHZW-/view?usp=drivesdk
S 3rd St W & Cottonwood St (North)	1067	Installation	https://drive.google.com/file/d/1RL9f9YEWXon-afC7nIHolcCcG35t9i/view?usp=drivesdk
S Higgins Ave & Connell Ave (West)	1080	Removal & Installation	https://drive.google.com/file/d/1GSK-8_w0lzOXCqj1Vh1qfcz2ujUO4O_d/view?usp=drivesdk
S 3rd St W & Walnut St	1089	Installation	https://drive.google.com/file/d/1vot0GhZMPOSXcnFDeXn8XrAqcigLWT_t/view?usp=drivesdk
S Catlin St & S 8th St W	1091	Installation	https://drive.google.com/file/d/1353Fw4JefFoQOOX_ThgRyaELSP31oz9L/view?usp=drivesdk
S Higgins Ave & Keith Ave	1100	Removal & Installation	https://drive.google.com/file/d/14EOZCfd1Px19jplPG8iApg91eCUfABL/view?usp=drivesdk
Stephens Ave & W Bickford St	1117	Removal & Installation	https://drive.google.com/file/d/1azibgTJ31iudTflV9r9W4QukCVTKf6EA/view?usp=drivesdk
Van Buren St & E Broadway St	1122	Installation	https://drive.google.com/file/d/1Fq3APEmrSGGjuoNjC2uGY_yUR8e6euOT/view?usp=drivesdk
S 3rd St W & S Inez St	1125	Installation	https://drive.google.com/file/d/1Ffyict3sOrtUaNaqAqZD9uEUtRwgagqOG/view?usp=drivesdk
S 3rd St W & Cottonwood St (South)	1136	Removal & Installation	https://drive.google.com/file/d/15jLGi6644ASEwZ3gUvpXsiUgigtVgRX/view?usp=drivesdk
S Higgins Ave & Strand Ave	1137	Installation	https://drive.google.com/file/d/1FhNDHBgGdpAGik43breAKt78E8tz6g9j/view?usp=drivesdk
E Broadway at Eastgate	1142	Installation	https://drive.google.com/file/d/11W7NX7YHtfUOjTVjiJGkZYsDiEFK0fcg/view?usp=drivesdk
S Higgins Ave & Beverly Ave	1147	Removal & Installation	https://drive.google.com/file/d/1YdqMRDgOHhgUhnLuN9WIIInujiWiPlqX/view?usp=drivesdk
Higgins Ave & E Front St	1150	Removal & Installation	https://drive.google.com/file/d/18ESCQ4UgMPtN_LixjRwK0exFqpAtjmBY/view?usp=drivesdk
E Broadway St and Monroe St.	1156	Removal & Installation	https://drive.google.com/file/d/1my2SRQL2oUpTBhtCyBYNPHHhMmvnrEx4/view?usp=drivesdk
E Broadway St & N Adams St	1178	Removal & Installation	https://drive.google.com/file/d/1fSVye7IHeUu1cnFnj1pr9y64ycDPEILM/view?usp=drivesdk
S 5th St W & Orange St	1183	Installation	https://drive.google.com/file/d/1e0PUi6mGvajphl9ehKsrpEMHZ6gev4VW/view?usp=drivesdk
S Higgins Ave & University Ave	1197	Removal & Installation	https://drive.google.com/file/d/1qstTDfrroJPodZ0ui_uaSm_8GevDmgi/view?usp=drivesdk
Orange St & S 5th St W	1219	Removal & Installation	https://drive.google.com/file/d/17P8os_kh3_8Byal5aSVGoxF8vNGRidaS/view?usp=drivesdk
Stephens Ave & W Beckwith St	1237	Removal & Installation	https://drive.google.com/file/d/1o0dGXCpVH-eioVzuwmRvRVoNp4-nA8xi/view?usp=drivesdk
S 6th St W & Cottonwood St	1245	Removal & Installation	https://drive.google.com/file/d/1_XZw7ShKpVESb9H-0iNFppT6JBkRwhK7/view?usp=drivesdk
N Higgins Ave & W Front St	1259	Installation	https://drive.google.com/file/d/1iEpT56d5Ej1udZQISsq1NXP8M7Nx8nLQ/view?usp=drivesdk
S 6th St W & Hazel St	1268	Installation	https://drive.google.com/file/d/1R3sFvLjqOdosSHlCncz1HyRkKjqLVn/view?usp=drivesdk
Connell Ave & Maurice Ave (UM Music Bldg)	1269	Removal & Installation	https://drive.google.com/file/d/1qyXwnYKPi-4VNWneqRhwwzSIW_1I2PmU/view?usp=drivesdk
Orange St & S 1st St W	1276	Removal & Installation	https://drive.google.com/file/d/1cC6iBDPjvodclk_MSzS7uKf28wBRTg7A/view?usp=drivesdk
Stephens Ave & Beckwith St	1277	Removal & Installation	https://drive.google.com/file/d/17Jd1REYRP-zgWP_xP-WJ_ZsRRotWeyGz/view?usp=drivesdk
S 5th St W & S Washburn St (South)	1278	Removal & Installation	https://drive.google.com/file/d/1z0RaMiV73bNQa4zFktvKno-zHJja_o9n/view?usp=drivesdk
S 5th St W & Inez St	1280	Removal & Installation	https://drive.google.com/file/d/1AEpZ4GfegN7mGTaP-ZJGhYYgggSKE9M8/view?usp=drivesdk
S 6th St E & Gerald Ave	1311	Installation	https://drive.google.com/file/d/1jc_T2fEwte05juZRAMCkvGQhcoOeK-qN/view?usp=drivesdk
S 6th St W & Prince St	1327	Installation	https://drive.google.com/file/d/1hMNx_YTRdtphNoFeC1XHZ9KsbbuMIFFL/view?usp=drivesdk

Name	Stop ID	Category	Image Link
S 8th St W & S Catlin St	1329	Installation	https://drive.google.com/file/d/1nZRX3gQuGWKIBnYYp5A7qYsrHCn-rldI/view?usp=drivesdk
S 3rd St W & Prince St	1348	Removal & Installation	https://drive.google.com/file/d/1ruPBTCGDAUZw8Jr8tGP4MLR6C_Az4_dR/view?usp=drivesdk
Stephens Ave & W Harlem St	17090	Removal	https://drive.google.com/file/d/1CRhgrfxOI0sJyEhrnahVz3hzjITAhkD1/view?usp=drivesdk
Stephens Ave & W Crosby St	17110	Removal	https://drive.google.com/file/d/1-1eV_32zKqtpXXrzX3M1DuBH4c342j06/view?usp=drivesdk
S 3rd St W & California St (South)	17113	Removal	https://drive.google.com/file/d/1PoWSILpm7gk4TJMjFtnfP8A6TZEduYuhY/view?usp=drivesdk
S Catlin St & S 8th St W	17151	Removal	https://drive.google.com/file/d/1xTLbfxnB1cGyo_0is4t7i3bsAw_osjq3/view?usp=drivesdk
S 6th St W & Chestnut St	17173	Removal	https://drive.google.com/file/d/1WE4KoxVhNP62EzL07vqyRG5gP1xN-ATD/view?usp=drivesdk
S 3rd St W & California St (North)	17237	Removal	https://drive.google.com/file/d/1q_P5cgq1oRpUc-XbL5nwfoe2okmK_FDk/view?usp=drivesdk
S Catlin St & S 6th St W	17246	Removal	https://drive.google.com/file/d/1vP7w4IHG2ISIn_NdkoHvtiUca9t1_kaD/view?usp=drivesdk
S 6th St E & Hilda Ave	17271	Removal	https://drive.google.com/file/d/1nFTg5lzp0Xt7Z5KF125IFmjQQRw_5PB/view?usp=drivesdk
E Broadway St & N Adams St	17350	Removal	https://drive.google.com/file/d/1FlvfDwWuB1bB_0pobEI7827Z6Wcap6kO/view?usp=drivesdk
S 6th St W & Ivy St	17417	Removal	https://drive.google.com/file/d/1wMwVASTNWgBe3ikl-Fg8s94ZeXp4f6Q5/view?usp=drivesdk
S 5th St W & Hickory St	18009	Removal	https://drive.google.com/file/d/1WTcQkzSDSw_lri_Ij9zdb3mPHNH0Mhp/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation

0 0.25 0.5 mi

Work Zone: 9

Zone 9 Work Sequence

Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
1st	S Higgins Ave & Central Ave W	1247	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to stop location	46.850759	-113.997284
	S Higgins Ave & W Sussex Ave	1153	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.850502	-113.997478
	S Higgins Ave & Benton Ave (West)	1235	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.845278	-113.997504
	S Higgins Ave & Benton Ave (East)	1186	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to stop location	46.845036	-113.997231
	S Higgins Ave & Agnes Ave (East)	1061	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.843573	-113.997204
												Installation will disrupt landscaping. Contact property owner before installing sign here.		
	S Higgins Ave & Agnes Ave (West)	1230	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.843234	-113.997422
	W Central Ave & Stephens Ave (West)	1198	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.850828	-114.013221
	W Central Ave & Stephens Ave (East)	1206	Installation	1a, 3a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.850446	-114.012951
	W Central Ave & Stephens Ave (East)	1346	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.848703	-114.009312
	South & Queen	1041	Installation	1a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.848729	-114.005919
	Bancroft St & Dearborn Ave	1082	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to stop location	46.846647	-114.007967
	Bancroft St & Fairview Ave	1175	Installation	1a	Yes	No	Yes	No	Yes	No	Ground	Install pole behind sidewalk	46.846234	-114.007726
	Bancroft St & Salish Ct (East)	1185	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.843410	-114.007744
	Bancroft St & Salish Ct (West)	1282	Installation	1a	Yes	No	Yes	MUTD	No	No	Ground	MUTD will remove old sign	46.842878	-114.008013
	Bancroft St and Pattee Creek Dr	1323	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.840493	-114.007780
	Bancroft St and Dixon Ave	1146	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.840122	-114.007995
	34th St at Bancroft Pond (North)	1084	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.838031	-114.009779
	34th St at Bancroft Pond (South)	1179	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.837894	-114.009743
	34th St & Stephens Ave (North)	1144	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.838030	-114.012996
	34th St & Stephens Ave (South)	1037	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.837881	-114.012851
	34th St at Albertson's	1286	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.837593	-114.017171
	Russell St. at YMCA	1170	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.843697	-114.018155
	Russell St. at Opportunity Resources	1212	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.844283	-114.018465
	39th St at Albertson's	1163	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.834498	-114.016177
	39th St & Russell	1223	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.834470	-114.015044
	39th St & High Park Way	1262	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.834200	-114.012680
	High Park Way & 39th St	1083	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.834211	-114.012466
	High Park Way & Simons Dr	1151	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.832483	-114.009084
	High Park Way & W Crestline Dr	1008	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.832660	-114.008436
	Whitaker Dr & High Park Way	1214	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.832404	-114.003676
	Whitaker Dr & Westview Dr	1291	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.833286	-114.003487
	Whitaker Dr & W Crestline Dr	1014	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.835620	-114.003084
	Whitaker Dr & E Crestline Dr	1177	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.835784	-114.002701
	Whitaker Dr & Artemos Dr (West)	1056	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.837521	-114.000872
	Whitaker Dr & Artemos Dr (East)	1289	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.837482	-114.000667
	Whitaker Dr & Westview Dr	1050	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.839744	-113.997057
	Whitaker Dr & Westview Dr	1023	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.839847	-113.996451
	Whitaker Dr & Pattee Canyon Dr	1095	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.840934	-113.994447
	Whitaker Dr & Pattee Canyon Dr	1112	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.841053	-113.995227
2nd	S Higgins Ave & North Ave E	17257	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.851937	-113.997286
	S Higgins Ave & Livingston St	17358	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.847765	-113.997434
	S Higgins Ave & Livingston Ave	17279	Removal	2b	No	Yes	No	Yes	No	No	Ground	Contractor removes sign/pole. MUTD removes bench.	46.847662	-113.997305
	Bancroft St & Dearborn Ave	17143	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.847126	-114.007754
	Bancroft St & Benton Ave	17247	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.845111	-114.007992
	High Park Way & Parkview Way	17201	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.832341	-114.006665
	High Park Way & Parkview Way	17388	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.832398	-114.006083
	Whitaker Dr & 39th St	17228	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.834086	-114.003690

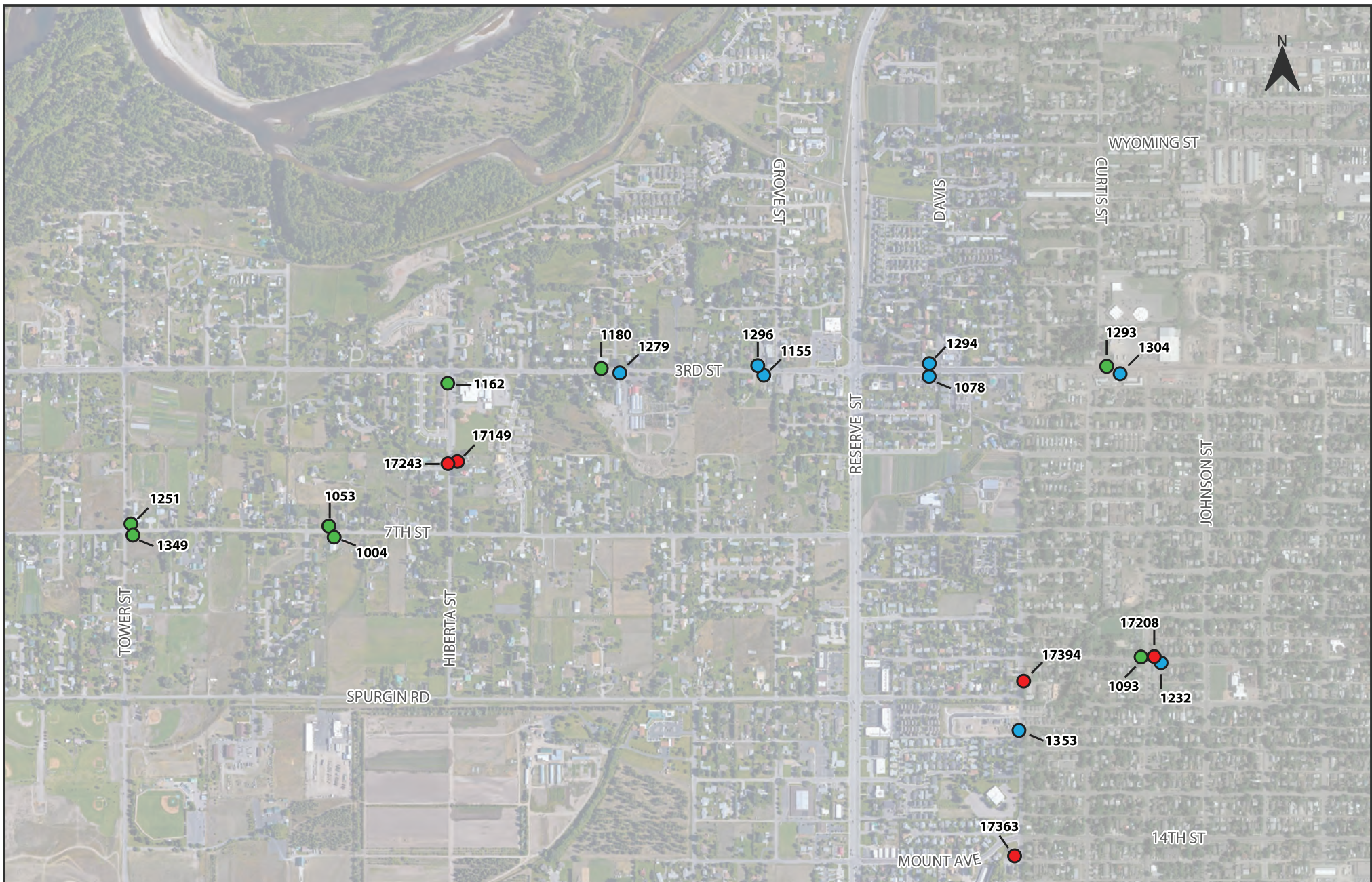
Zone 9 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)	Notes
High Park Way & W Crestline Dr	1008	0	40	
Whitaker Dr & Westview Dr	1023	40	50	
34th St & Stephens Ave	1037	0	40	
South & Queen	1041	0	40	
Whitaker Dr & Westview Dr	1050	0	40	
Whitaker Dr & Artemos Dr	1056	0	40	
S Higgins Ave & Agnes Ave	1061	0	50	
High Park Way & 39th St	1083	0	40	
34th St at Bancroft Pond	1084	30	40	
34th St & Stephens Ave	1144	15	40	
Bancroft St and Dixon Ave	1146	0	40	
S Higgins Ave & W Sussex Ave	1153	15	40	
39th St at Albertson's	1163	30	50	
Russell St. at YMCA	1170	15	40	
Bancroft St & Salish Ct	1185	15	40	
S Higgins Ave & Benton Ave	1186	30	40	
W Central Ave & Stephens Ave	1198	0	40	
W Central Ave & Stephens Ave	1206	15	40	
Russell St. at Opportunity Resources	1212	30	40	
Whitaker Dr & High Park Way	1214	15	40	
39th St & Russell	1223	30	50	
S Higgins Ave & Agnes Ave	1230	15	40	
S Higgins Ave & Benton Ave	1235	15	40	
39th St & High Park Way	1262	0	40	
Whitaker Dr & Artemos Dr	1289	0	40	
Bancroft St and Pattee Creek Dr	1323	0	40	

Zone 9 Stop Images

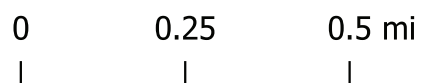
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High Park Way & W Crestline Dr	1008	Installation	https://drive.google.com/file/d/1W-6am9uXMFFGQpV7Gro1jy58y7Y2T0JE/view?usp=drivesdk
Whitaker Dr & W Crestline Dr	1014	Installation	https://drive.google.com/file/d/1-WTIVahS5EHU5A0Ez8IQjrmzTBoBxUP/view?usp=drivesdk
Whitaker Dr & Westview Dr	1023	Installation	https://drive.google.com/file/d/1T-WC-DN_d-FyqQvIG3pEyagwFQDHDqHS/view?usp=drivesdk
34th St & Stephens Ave (South)	1037	Installation	https://drive.google.com/file/d/1pDeX0mk_cul0IFnfEPsHzleVVKH9Aka4/view?usp=drivesdk
South & Queen	1041	Installation	https://drive.google.com/file/d/1SpG0XDYZHD1e3BROkNCOydn0J_5bYDCR/view?usp=drivesdk
Whitaker Dr & Westview Dr	1050	Installation	https://drive.google.com/file/d/1S6AipTzccpof61SzKkfONnCNyvS5pD3/view?usp=drivesdk
Whitaker Dr & Artemos Dr (West)	1056	Installation	https://drive.google.com/file/d/1ah7SYC6ALRLwKzdYLzc5v6Oo6bsF8ch_/view?usp=drivesdk
S Higgins Ave & Agnes Ave (East)	1061	Removal & Installation	https://drive.google.com/file/d/1VXr08sbINQLCbR8U42IKTx69N6VXdeiC/view?usp=drivesdk
Bancroft St & Dearborn Ave	1082	Removal & Installation	https://drive.google.com/file/d/1lBPQNTBt4dGhccqFMU5IkTPHa8W6ZGJ3/view?usp=drivesdk
High Park Way & 39th St	1083	Installation	https://drive.google.com/file/d/1d7LzVEN6ZjldZTJzDK0_OA2_Z0VloXuD/view?usp=drivesdk
34th St at Bancroft Pond (North)	1084	Removal & Installation	https://drive.google.com/file/d/1yC1RCOVdMypXtO0DfUfA63bGrTQuVkJFH/view?usp=drivesdk
Whitaker Dr & Pattee Canyon Dr	1095	Removal & Installation	https://drive.google.com/file/d/10rtVcdHpstaBsSqtL_9kdA6FgLFXMUA/view?usp=drivesdk
Whitaker Dr & Pattee Canyon Dr	1112	Installation	https://drive.google.com/file/d/1MmPJbqBW9D2dAOH8Mg3aQl658JdnhbbG/view?usp=drivesdk
34th St & Stephens Ave (North)	1144	Installation	https://drive.google.com/file/d/1oXaEDxUDnwJRfyZQQdCx3Fq8jctHTIIZ/view?usp=drivesdk
Bancroft St and Dixon Ave	1146	Installation	https://drive.google.com/file/d/18lj8mvwPJnxaTusTaf7p_tA4GumLjvQ/view?usp=drivesdk
High Park Way & Simons Dr	1151	Installation	https://drive.google.com/file/d/1Yo96WrMnM5uvm5t-FLL0WCsCUv57rsQr/view?usp=drivesdk
S Higgins Ave & W Sussex Ave	1153	Removal & Installation	https://drive.google.com/file/d/1stcqbzMBgLXb5M7ED9VD_KPsCRGtP3LS/view?usp=drivesdk
39th St at Albertson's	1163	Removal & Installation	https://drive.google.com/file/d/1NXi0HBOx3EHpAm0Xo53x2VCVSYmIVEVX/view?usp=drivesdk
Russell St. at YMCA	1170	Removal & Installation	https://drive.google.com/file/d/1G_r3Tzmpc19-1GoS2CeMXwJgU1K6SUwt/view?usp=drivesdk
Bancroft St & Fairview Ave	1175	Installation	https://drive.google.com/file/d/1CswWWos9poqaUAmR65gG7DWB2RhH804Q/view?usp=drivesdk
Whitaker Dr & E Crestline Dr	1177	Installation	https://drive.google.com/file/d/1K82cQRjrwjZDCBjZr2Np8LbqUZi2RRuS/view?usp=drivesdk
34th St at Bancroft Pond (South)	1179	Removal & Installation	https://drive.google.com/file/d/1iJb7wLi8TFU6Wlv0mv4F7qXlzwNYJKVT/view?usp=drivesdk
Bancroft St & Salish Ct (East)	1185	Removal & Installation	https://drive.google.com/file/d/1_TW4vdZek2hZ5ljsuVUYmjOfuxDI_VGy/view?usp=drivesdk
S Higgins Ave & Benton Ave (East)	1186	Removal & Installation	https://drive.google.com/file/d/1TjcZk93uwOrLHJqXqBXTga7grj3Z4ek5/view?usp=drivesdk
W Central Ave & Stephens Ave (West)	1198	Removal & Installation	https://drive.google.com/file/d/1OLuTvcjJV7FqLvsuR9LtwyOmFqStzvjj/view?usp=drivesdk
W Central Ave & Stephens Ave (East)	1206	Installation	https://drive.google.com/file/d/1l1eFyMoiJP_ZfEmsQK0wxeNYd0ZzuC2p/view?usp=drivesdk
Russell St. at Opportunity Resources	1212	Installation	https://drive.google.com/file/d/1ow3M69X_r58oIMUn_KFaiXP_edkBIil/view?usp=drivesdk
Whitaker Dr & High Park Way	1214	Removal & Installation	https://drive.google.com/file/d/1QPCagMgmr3ib7UM9Tdqz5deynO5bYJ0p/view?usp=drivesdk
39th St & Russell	1223	Removal & Installation	https://drive.google.com/file/d/1-Snq3n9x4eeUY55L2rDGQL16MxUQKUSr/view?usp=drivesdk
S Higgins Ave & Agnes Ave (West)	1230	Removal & Installation	https://drive.google.com/file/d/1Gv2CSUjhQ850yBpIW2vNOYJ9VnQZReyU/view?usp=drivesdk
S Higgins Ave & Benton Ave (West)	1235	Removal & Installation	https://drive.google.com/file/d/1qnHd1fzLQm7bbCvLQ2YA1vvINWSTNT-5/view?usp=drivesdk
S Higgins Ave & Central Ave W	1247	Removal & Installation	https://drive.google.com/file/d/1QkT9NedK5QrmEDRcHtsTOVeGQtShS3NS/view?usp=drivesdk
39th St & High Park Way	1262	Installation	https://drive.google.com/file/d/1uJUFz-J9YH8R4V1QFxFk4xqgvMG8DExZl/view?usp=drivesdk
Bancroft St & Salish Ct (West)	1282	Installation	https://drive.google.com/file/d/1v5BCneTdyv0ks25_LynkYWkGhQ-ZOcOv/view?usp=drivesdk
34th St at Albertson's	1286	Removal & Installation	https://drive.google.com/file/d/1MN6ilencmUYbfq2tjKMA3Rp8uQU5v9jE/view?usp=drivesdk
Whitaker Dr & Artemos Dr (East)	1289	Installation	https://drive.google.com/file/d/1ZVPDmZ-DCCS0Sc6wlcpxKfLqrup0at9_/view?usp=drivesdk
Whitaker Dr & Westview Dr	1291	Removal & Installation	https://drive.google.com/file/d/1desi-W4VJ05Xb7GwPYv6G-G_ke_6ThDE/view?usp=drivesdk
Bancroft St and Pattee Creek Dr	1323	Installation	https://drive.google.com/file/d/1a7XKw_rJzf5GC-UIGtAVqmJ7HMRy4sFQ/view?usp=drivesdk
South & Bow	1346	Removal & Installation	https://drive.google.com/file/d/18RCB3xlesWyMUtn1Nz7pS3pY9vbhSaGH/view?usp=drivesdk
Bancroft St & Dearborn Ave	17143	Removal	https://drive.google.com/file/d/1QgUr9col2JP0oTFIDG5_AFX0-B7SFhNA/view?usp=drivesdk

Name	Stop ID	Category	Image Link
High Park Way & Parkview Way	17201	Removal	https://drive.google.com/file/d/17lLuR4MrGmihRM4y7v_M3Jf2_BZAHofY/view?usp=drivesdk
Whitaker Dr & 39th St	17228	Removal	https://drive.google.com/file/d/1U7n6W4DldR5gd4j-YgpXgBOsTFsQqqb7/view?usp=drivesdk
Bancroft St & Benton Ave	17247	Removal	https://drive.google.com/file/d/1eCXIFfrolkrGy2mzahoSnOkI0l0RMysY/view?usp=drivesdk
S Higgins Ave & North Ave E	17257	Removal	https://drive.google.com/file/d/1kldoZBHHvzHcUcmJHE6NoFGTSDCRA4P2/view?usp=drivesdk
S Higgins Ave & Livingston Ave	17279	Removal	https://drive.google.com/file/d/17rg1tWd2Pnh-j0fVCaipBB4cKRkLwS3p/view?usp=drivesdk
S Higgins Ave & Livingston St	17358	Removal	https://drive.google.com/file/d/10vIOsmJsGMt0cP_5QOkt2XwctRAEfUcy/view?usp=drivesdk
High Park Way & Parkview Way	17388	Removal	https://drive.google.com/file/d/1-hI9Nx-gSTTUI3EIB8vZcpeDGa46XP7Q/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation



Work Zone: 10

Zone 10 Work Sequence

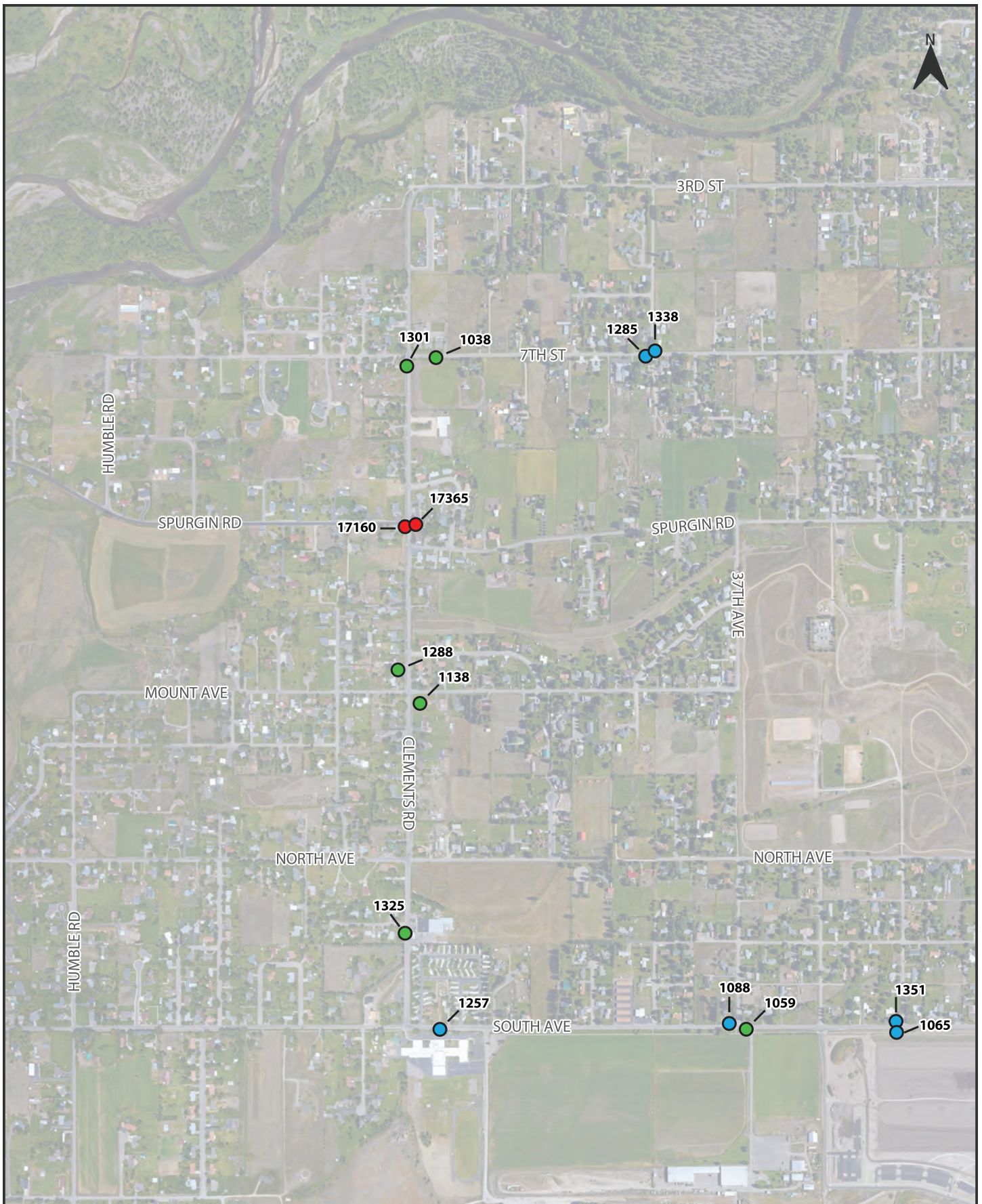
Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
1st	S 10th St W & Kemp St	1232	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.860439	-114.029669
	S 10th St W & Kemp St	1093	Installation	1a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.860568	-114.030318
	Eaton St & S 12th St W	1353	Removal & Installation	1c, 3b	Yes	Yes	Yes	Yes	No	Yes	Concrete	Reuse existing anchor. Shim anchor to fit new pole	46.858939	-114.034277
	S 3rd St W & Schilling St	1304	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.866848	-114.030997
	S 3rd St W & S Curtis St	1293	Installation	1a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.867014	-114.031433
	S 3rd St W & Darlene Dr	1294	Removal & Installation	1c, 3b	Yes	Yes	Yes	Yes	No	Yes	Concrete	Reuse existing anchor. Shim anchor to fit new pole	46.867000	-114.037211
	S 3rd St W & Darlene Dr	1078	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.866834	-114.037188
	S 3rd St W & S Grove St	1155	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.866858	-114.042598
	S 3rd St W & S Grove St	1296	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.866968	-114.042743
	S 3rd St W & Short St	1279	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.866866	-114.047216
	S 3rd St W & Short St	1180	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.866965	-114.047816
	S 3rd St W & Hiberta St	1162	Installation	1a	Yes	No	Yes	MUTD	No	No	Ground	MUTD will remove old sign	46.866636	-114.052794
	S 7th St W & Gladis Dr	1004	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.863310	-114.056537
	S 7th St W & Gladis Dr	1053	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.863411	-114.056701
	S 7th St W & Tower St	1251	Installation	1a	Yes	No	Yes	No	No	No	Ground	Need to ensure that new pole and sign do not obstruct stop sign	46.863454	-114.063087
	S 7th St W & Tower St	1349	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.863317	-114.063017
	Hiberta St & James St	17149	Removal	2b	No	Yes	No	Yes	No	No	Ground	Stop can be removed at any time. Do not need to wait for other stops to be installed.	46.864896	-114.052592
	Hiberta St & James St	17243	Removal	2b	No	Yes	No	Yes	No	No	Ground	Stop can be removed at any time. Do not need to wait for other stops to be installed.	46.864854	-114.052786
2nd	S 10th St W & Kemp St	17208	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.860577	-114.029890
	Eaton St & Emily Ct	17394	Removal	2b	No	Yes	No	Yes	No	No	Ground	Do not remove until Eaton St project is completed and City installs new bus stops	46.860034	-114.034125
	Eaton St & Mount Ave	17363	Removal	2b	No	Yes	No	Yes	Yes	No	Ground		46.856156	-114.034319

Zone 10 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)	Notes
S 3rd St W & Darlene Dr	1078	0	40	
S 10th St W & Kemp St	1093	0	40	
S 3rd St W & S Curtis St	1293	0	40	
S 3rd St W & Darlene Dr	1294	0	40	
S 3rd St W & Schilling St	1304	60	40	
Eaton St & S 12th St W	1353	0	40	

Zone 10 Stop Images

Name	Stop ID	Category	Image Link
S 7th St W & Gladis Dr	1004	Installation	https://drive.google.com/file/d/1esT5lsQg4-UdsfpyNuOmzNvs_aQeU0cx/view?usp=drivesdk
S 7th St W & Gladis Dr	1053	Installation	https://drive.google.com/file/d/1UOFhpOZUbq2jIw0gsR5MUfG_csr0BiEb/view?usp=drivesdk
S 3rd St W & Darlene Dr	1078	Removal & Installation	https://drive.google.com/file/d/1c-tTz5OI3JnyL4ZmwVkJZ_P7zo8zVe6dr/view?usp=drivesdk
S 10th St W & Kemp St	1093	Installation	https://drive.google.com/file/d/1xMgvPJDqMvTbVp4TfPwmDdqS5fgVS8OB/view?usp=drivesdk
S 3rd St W & S Grove St	1155	Removal & Installation	https://drive.google.com/file/d/1TExE3qNbdwadD0AxKOTGYrMGfZpz9Mn2/view?usp=drivesdk
S 3rd St W & Hiberta St	1162	Installation	https://drive.google.com/file/d/1xN-VLnIDVK39en75hEpXHWg8lvk8g5J_/view?usp=drivesdk
S 3rd St W & Short St	1180	Installation	https://drive.google.com/file/d/1rCa3QTxXIFcaYbIKJdg6gJNF4iv3pfcj/view?usp=drivesdk
S 10th St W & Kemp St	1232	Removal & Installation	https://drive.google.com/file/d/1ycqVXq-Pi1GulKzX7jmdmImjdMo7631u/view?usp=drivesdk
S 7th St W & Tower St	1251	Installation	https://drive.google.com/file/d/1ICeKcSta7yexVD-ObSP8xp4-Rt7j8qg/view?usp=drivesdk
S 3rd St W & Short St	1279	Removal & Installation	https://drive.google.com/file/d/1EwlyMaYy42qh-i2Y12avBYIQOFXau_zX/view?usp=drivesdk
S 3rd St W & S Curtis St	1293	Installation	https://drive.google.com/file/d/1cszKzOwSshVt5eNMD8e2Xm8DkE70GUTL/view?usp=drivesdk
S 3rd St W & Darlene Dr	1294	Removal & Installation	https://drive.google.com/file/d/1_PavzelgzNRaGRC3dT2HxWRwCfFNkaKA/view?usp=drivesdk
S 3rd St W & S Grove St	1296	Removal & Installation	https://drive.google.com/file/d/14VLKYRP9mrt99Mic1VCN5rC_qbiKNxsp/view?usp=drivesdk
S 3rd St W & Schilling St	1304	Removal & Installation	https://drive.google.com/file/d/1ih-4jo2atSlzOTt4ExOFb1I5YztwLX-8/view?usp=drivesdk
S 7th St W & Tower St	1349	Installation	https://drive.google.com/file/d/16dcqoaskWdA12nMkZ6dr36Hbrx3xu3CB/view?usp=drivesdk
Eaton St & S 12th St W	1353	Removal & Installation	https://drive.google.com/file/d/1vE75li02I3ACADSsEuWtZDa9No6LnfRP/view?usp=drivesdk
Hiberta St & James St	17149	Removal	https://drive.google.com/file/d/1S85SrDpoikR5JKkBWOFH_AOuH8iTRDQy/view?usp=drivesdk
S 10th St W & Kemp St	17208	Removal	https://drive.google.com/file/d/1iHCu4wRpeadcnBgf7zRZjgCWcX2ggQxr/view?usp=drivesdk
Hiberta St & James St	17243	Removal	https://drive.google.com/file/d/147Qo1K3I9ZGSOTXq4A52CKI0Q2KqE32D/view?usp=drivesdk
Eaton St & Mount Ave	17363	Removal	https://drive.google.com/file/d/1Q59jDFmIp_y-GJJMDvnYhrimL1DQjTV/view?usp=drivesdk
Eaton St & Emily Ct	17394	Removal	https://drive.google.com/file/d/1fywmDPielbhYxIQgVV5nWA2oW7cFZ4Ff/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation

0 0.25 0.5 mi

Work Zone: 11

Zone 11 Work Sequence

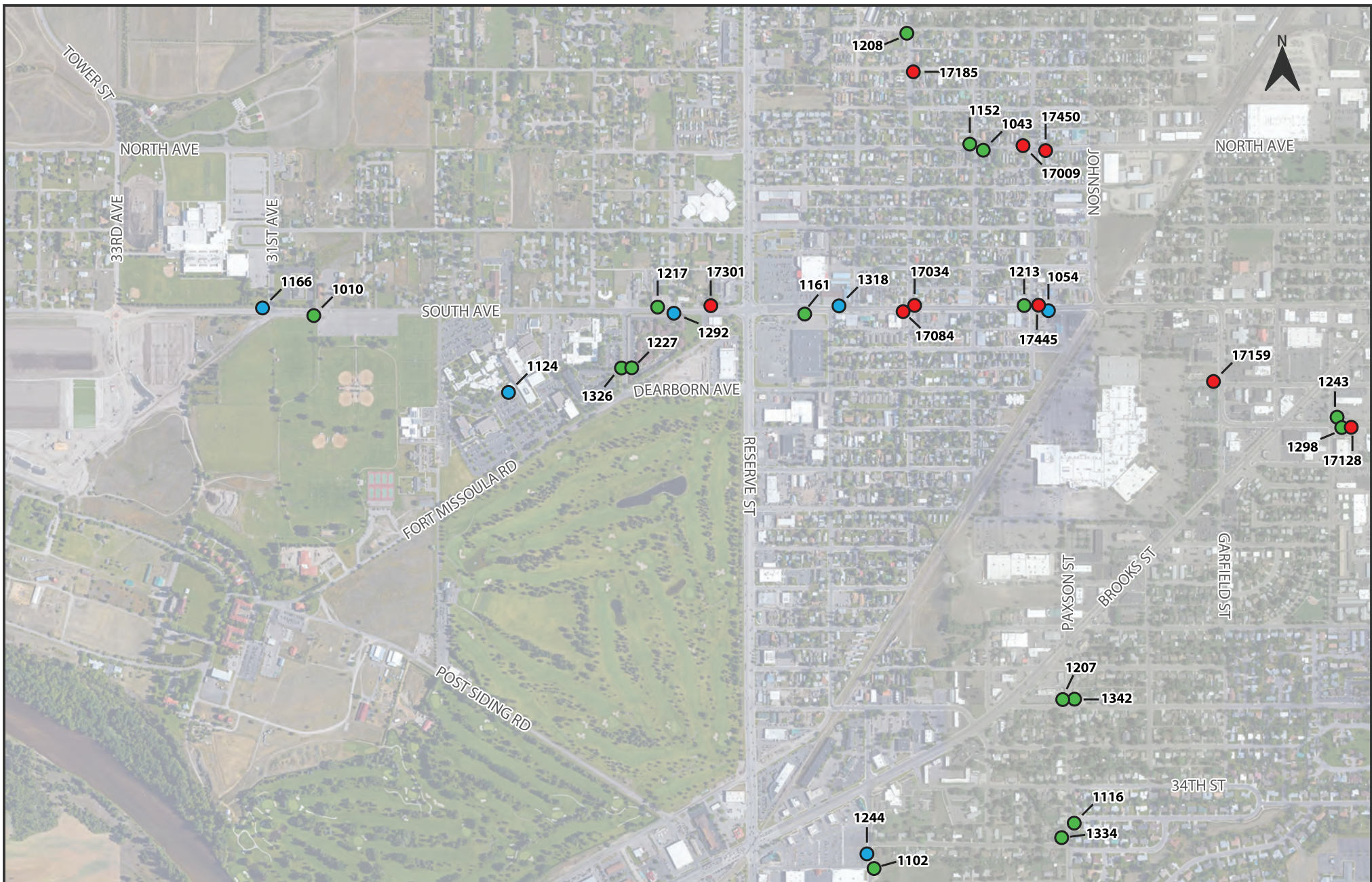
Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Stop	Add Striping	Pole Mount	Notes	Lat	Long
S 7th St W & Howard St	1338	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.863323	-114.073660
S 7th St W & Howard St	1285	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.863208	-114.073957
Clements Rd & S 7th St W	1038	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.863177	-114.080581
S 7th St W & Clements Rd	1301	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.862994	-114.081502
Clements Rd & Spurgin Rd	17160	Removal	2b	No	Yes	No	Yes	No	No	Ground	Stops can be removed at any time. Do not need to wait until other stops are installed	46.859527	-114.081556
Clements Rd & Spurgin Rd	17365	Removal	2b	No	Yes	No	Yes	No	No	Ground	Stops can be removed at any time. Do not need to wait until other stops are installed	46.859574	-114.081358
Clements Rd & Mount Ave	1288	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.856436	-114.081780
Clements Rd & Mount Ave	1138	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.855713	-114.081084
Clements Rd & Colonial Ln	1325	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.850750	-114.081555
South Ave W & Clements Rd	1257	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.848674	-114.080456
South Ave W & 37th Ave	1088	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.848801	-114.071316
South Ave W & 37th Ave	1059	Installation	1a	Yes	No	Yes	MUTD	No	No	Ground	MUTD will remove old sign	46.848677	-114.070780
South Ave W & 35th Ave	1351	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.848798	-114.066049
South Ave W & 35th Ave	1065	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.848683	-114.066018

Zone 11 Striping

No striping is required for Zone 11 stops

Zone 11 Stop Images

Name	Stop ID	Category	Image Link
Clements Rd & S 7th St W	1038	Installation	https://drive.google.com/file/d/1G_CAv13HdHRJbMq2TCudZ3BGzu0Dmzym/view?usp=drivesdk
South Ave W & 37th Ave	1059	Installation	https://drive.google.com/file/d/1hXnAgRGbLc_MBTywcMVlaGt99dDPYt41/view?usp=drivesdk
South Ave W & 35th Ave	1065	Removal & Installation	https://drive.google.com/file/d/1yE5-ORdGn-5TIlloJ898sEZ_bU2H2EHp/view?usp=drivesdk
South Ave W & 37th Ave	1088	Removal & Installation	https://drive.google.com/file/d/1OUtPR3bNXZ05UvL0hc5BkQ80JiLp49jE/view?usp=drivesdk
Clements Rd & Mount Ave	1138	Installation	https://drive.google.com/file/d/17uRP0DhiQyrRqt8a2nz5vfSgAsSxJzT9/view?usp=drivesdk
South Ave W & Clements Rd	1257	Removal & Installation	https://drive.google.com/file/d/1adF5PnFJrnKNQTWo1vSkTOW3sk1mSj7X/view?usp=drivesdk
S 7th St W & Howard St	1285	Removal & Installation	https://drive.google.com/file/d/1Lq3ND5BdUMmSnz9RsGCKjaze855SAzAd/view?usp=drivesdk
Clements Rd & Mount Ave	1288	Installation	https://drive.google.com/file/d/1peRz3GCM_C1u1nM2hHQyKjbhoRQkPWdl/view?usp=drivesdk
S 7th St W & Clements Rd	1301	Installation	https://drive.google.com/file/d/18qCm_43ACyRMMyxc_ur_kkrzf2gYh4rBi/view?usp=drivesdk
Clements Rd & Colonial Ln	1325	Installation	https://drive.google.com/file/d/1N51ZkyqQRpAXKaiSk2qURWc2wPF-WKY/view?usp=drivesdk
S 7th St W & Howard St	1338	Removal & Installation	https://drive.google.com/file/d/1DvMSWLxMf4FjmWb2kiafiUnolpVTNSE_/view?usp=drivesdk
South Ave W & 35th Ave	1351	Removal & Installation	https://drive.google.com/file/d/1eNTIfE7AlkjEkK3bStN6ODsHR6j8CJmu/view?usp=drivesdk
Clements Rd & Spurgin Rd	17160	Removal	https://drive.google.com/file/d/194oeUPL93J3bITD3IObzQ4hjbvx4Uth0/view?usp=drivesdk
Clements Rd & Spurgin Rd	17365	Removal	https://drive.google.com/file/d/1x94DxhWVg_ZL2q-z4jyNFdM-CRBpoW2h/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation

0 0.25 0.5 mi

Work Zone: 12

Zone 12 Work Sequence

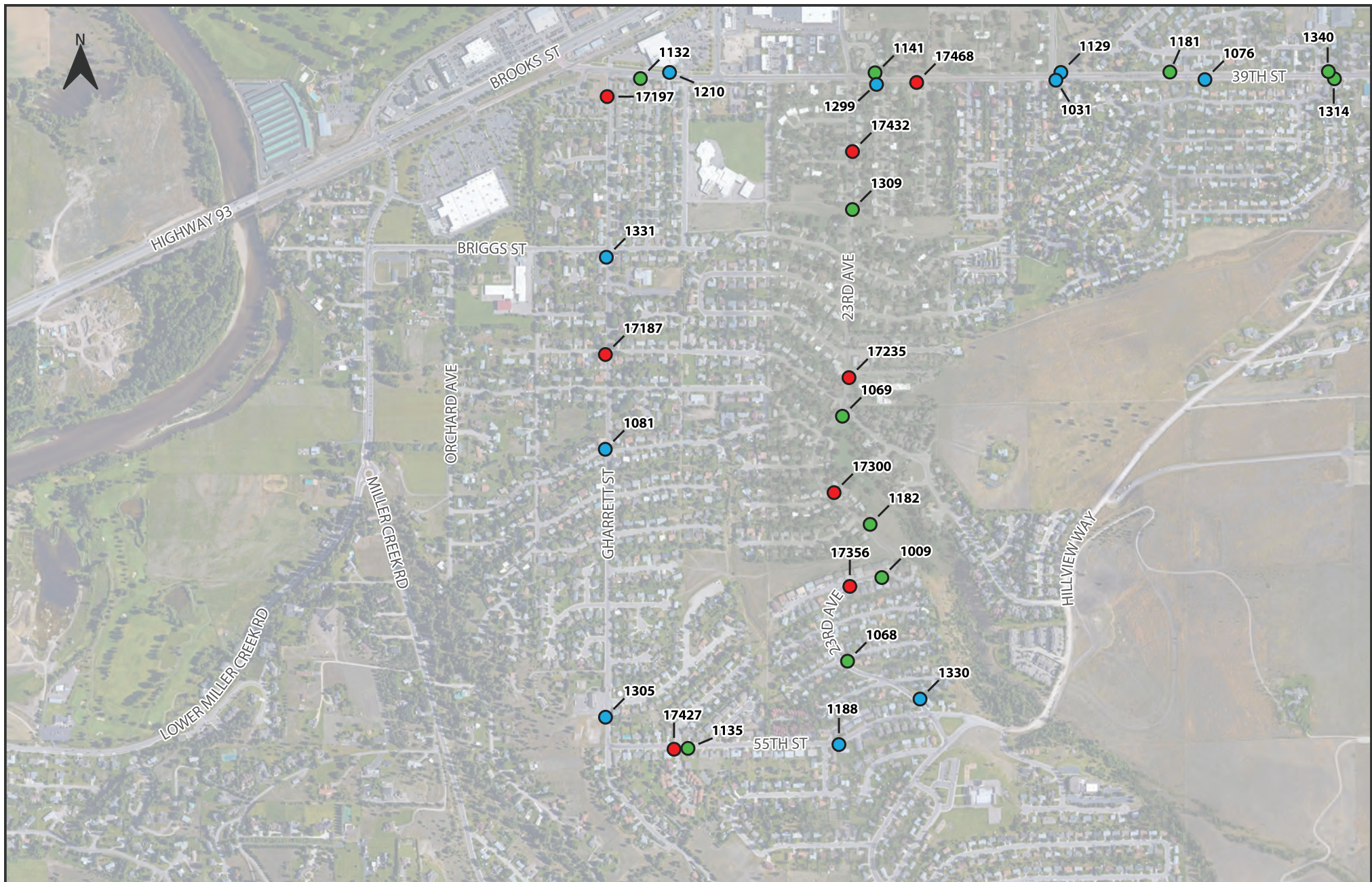
Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
1st	South Ave W & 31st Ave	1166	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.848800	-114.055814
	South Ave W & Guardsman Ln	1010	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.848628	-114.054106
	South Ave W & Old Fort Rd	1326	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.847434	-114.043863
	Old Fort Rd & Fort Rd	1227	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.847413	-114.043638
												No change to sign location. Contact Community Medical Center before installing sign		
	Missoula Community Medical Center	1124	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.846877	-114.047625
	South Ave W & 26th Ave	1217	Installation	1a	Yes	No	Yes	No	Yes	No	Ground		46.848821	-114.042658
												Move stop to near side of intersection		
	South Ave W & 26th Ave	1292	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.848684	-114.042320
	South Ave W & S Clark St	1161	Installation	1a	Yes	No	Yes	MUTD	No	No	Ground	MUTD will remove old sign	46.848662	-114.037763
												Surface mount pole to concrete. Remove existing anchor		
	South Ave W & S Clark St	1318	Removal & Installation	1b, 2a, 3b	Yes	Yes	Yes	Yes	No	Yes	Concrete		46.848848	-114.036622
	South Ave W & Kemp St	1213	Installation	1b, 3b	Yes	No	Yes	No	Yes	Yes	Concrete	Surface mount pole to concrete	46.848856	-114.030456
	South Ave W & Kemp St	1054	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground		46.848739	-114.029649
	North Ave W and Shilling St	1043	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.852394	-114.031818
	North Ave W & Shilling St	1152	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.852533	-114.032266
	Eaton St & Burlington Ave	1208	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.855059	-114.034363
	Fairview Ave and Washburn St	1243	Installation	1a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.846240	-114.019949
	Fairview Ave and S Washburn St	1298	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.846077	-114.019884
	Paxson St & McDonald Ave	1207	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.839892	-114.029079
												ROW encroachment. Need to install sign inside of fence. Contact property owner before construction		
	Paxson St & McDonald Ave	1342	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.839886	-114.028855
	Paxson St and 35th St	1116	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.837064	-114.028790
	Paxson St & 36th St	1334	Installation	1a, 3a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.836650	-114.029212
	Dore Ln. & 36th St	1244	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.836364	-114.035691
												Install sign at least 40' from crosswalk. Sign may have to move between trees to the left of where it's shown in the image		
	Dore Ln and 36th St	1102	Installation	1a	Yes	No	Yes	No	No	No	Ground		46.836031	-114.035455
2nd	South Ave W & S Reserve St	17301	Removal	2b	No	Yes	No	Yes	No	No	Ground	Contractor removes sign/pole. MUTD removes bench.	46.848852	-114.040888
	South Ave W & Eaton St	17034	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.848858	-114.034105
	South Ave W & Eaton St	17084	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.848717	-114.034487
	South Ave W & Kemp St	17445	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.848864	-114.029976
	Dearborn Ave & S Garfield St	17159	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.847126	-114.024154
	Fairview Ave & Washburn St	17128	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.846082	-114.019568
	North Ave W & Kemp St	17450	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.852386	-114.029741
	North Ave W & Kemp St	17009	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.852498	-114.030495
												Do not remove until City completes Eaton St sidewalk project and new stop is installed on the north side of Burlington		
	Eaton St & Strand Ave	17185	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.854180	-114.034147

Zone 12 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)	Notes
North Ave W and Shilling St	1043	0	40	
South Ave W & Kemp St	1054	0	40	
North Ave W & Shilling St	1152	15	40	
Paxson St & McDonald Ave	1207	15	40	
South Ave W & Kemp St	1213	0	40	
Old Fort Rd & Fort Rd	1227	15	40	
Fairview Ave and Washburn St	1243	0	40	
Dore Ln. & 36th St	1244	0	40	
South Ave W & S Clark St	1318	0	40	
South Ave W & Old Fort Rd	1326	15	40	
Paxson St & 36th St	1334	15	40	
Paxson St & McDonald Ave	1342	15	40	

Zone 12 Stop Images

Name	Stop ID	Category	Image Link
South Ave W & Guardsman Ln	1010	Installation	https://drive.google.com/file/d/1G145diIFkszzK4eiWPV_C1L7AM8FoU3X/view?usp=drivesdk
North Ave W and Shilling St	1043	Installation	https://drive.google.com/file/d/117uVjzPCjWNBLVzQ_RkbnpVXcWbacv2V/view?usp=drivesdk
South Ave W & Kemp St	1054	Removal & Installation	https://drive.google.com/file/d/1eIsPjFzmyd267cLXiWTLkt3v_AU2BlhQ/view?usp=drivesdk
Dore Ln and 36th St	1102	Installation	https://drive.google.com/file/d/1fwaJUhrXu2QFRY2Makl8rv47POYi3ocD/view?usp=drivesdk
Paxson St and 35th St	1116	Installation	https://drive.google.com/file/d/13PSji0VawLXY4d_tc4U278aVAw5f1hUN/view?usp=drivesdk
Community Medical Center	1124	Removal & Installation	https://drive.google.com/file/d/1k6oLAhppM80cTww8OkZMWcncpYhD8LR4/view?usp=drivesdk
North Ave W & Shilling St	1152	Installation	https://drive.google.com/file/d/1CQBdkAWal3V3hiC_i4tgxSF1KJeRwPz-/view?usp=drivesdk
South Ave W & S Clark St	1161	Installation	https://drive.google.com/file/d/16nXMXg8QXicIQL79QagVSePDPabtaYFu/view?usp=drivesdk
South Ave W & 31st Ave	1166	Removal & Installation	https://drive.google.com/file/d/1ALiMSADswM_F7ohMRrGNFOfL2O-tpZ2T/view?usp=drivesdk
Paxson St & McDonald Ave	1207	Installation	https://drive.google.com/file/d/1PUsXACc30VUAIUUHeBOYi6AqrGxEeqDB/view?usp=drivesdk
Eaton St & Burlington Ave	1208	Installation	https://drive.google.com/file/d/14OylmQHLxecOXVzbLe7KLTw9j3NgbWbq/view?usp=drivesdk
South Ave W & Kemp St	1213	Installation	https://drive.google.com/file/d/1W_3pXVWhjpcnttf27UY23shohhsgeR5K/view?usp=drivesdk
South Ave W & 26th Ave	1217	Installation	https://drive.google.com/file/d/1o-_ZY_e_vtjbbjS35y4faWBppDIgkBD5/view?usp=drivesdk
Old Fort Rd & Fort Rd	1227	Installation	https://drive.google.com/file/d/1W26prHQM466C7Mawao-NOTaDFqjo5IW/view?usp=drivesdk
Fairview Ave and Washburn St	1243	Installation	https://drive.google.com/file/d/1YkDjuCllcctvxYsQNG1xG7VxjldNwprs/view?usp=drivesdk
Dore Ln. & 36th St	1244	Removal & Installation	https://drive.google.com/file/d/1V_ZFVMeP_lIivXeB967X9OI1SMMXDUSL/view?usp=drivesdk
South Ave W & 26th Ave	1292	Removal & Installation	https://drive.google.com/file/d/1fuA2ow-KkGfo_xD_sPxExFFZrntKYvWW/view?usp=drivesdk
Fairview Ave and S Washburn St	1298	Installation	https://drive.google.com/file/d/1PSVjkZT7KBWRumB_Yxyeh-pUb8jJgEshh/view?usp=drivesdk
South Ave W & S Clark St	1318	Removal & Installation	https://drive.google.com/file/d/1t9Gd1WYlaClXSe6ape9n5hhIhuN1gObj/view?usp=drivesdk
South Ave W & Old Fort Rd	1326	Installation	https://drive.google.com/file/d/1HTfmlbDfi154weqdJuvkYQt1gLWoH_Oe/view?usp=drivesdk
Paxson St & 36th St	1334	Installation	https://drive.google.com/file/d/1FIMH97mswjWjM4y2BOBSp7CilMByz75j/view?usp=drivesdk
Paxson St & McDonald Ave	1342	Installation	https://drive.google.com/file/d/1ghPcuqCPfF3HbBUZH2EUHxC2TonMvf46/view?usp=drivesdk
North Ave W & Kemp St	17009	Removal	https://drive.google.com/file/d/1gT2a_IEmkaVksGVQ5qB9PwNsL0S-iSle/view?usp=drivesdk
South Ave W & Eaton St	17034	Removal	https://drive.google.com/file/d/12t1WjrzmprRVz1IWbO6KvBFjaKB1EWMo/view?usp=drivesdk
South Ave W & Eaton St	17084	Removal	https://drive.google.com/file/d/1iFIj6eCSN-nsOX7imYhf8u-S6XfgQwP/view?usp=drivesdk
Fairview Ave & Washburn St	17128	Removal	https://drive.google.com/file/d/1rd-cKpTn4E8116RwX2cAYL-EXFUqg95C/view?usp=drivesdk
Dearborn Ave & S Garfield St	17159	Removal	https://drive.google.com/file/d/15VltB8JVZ69J--aCw9ugh9y-CpOxQtPH/view?usp=drivesdk
Eaton St & Strand Ave	17185	Removal	https://drive.google.com/file/d/1kbb3-DXqYI3nJ5I47IRQJ2BXS1Zpkq7T/view?usp=drivesdk
South Ave W & S Reserve St	17301	Removal	https://drive.google.com/file/d/1yO1FJsbkhro1M-F0-7_0eu0g897GaSw_/view?usp=drivesdk
South Ave W & Kemp St	17445	Removal	https://drive.google.com/file/d/1UvGKbWvcMn0GOI_VNQ25Fc0IClceR_o0/view?usp=drivesdk
North Ave W & Kemp St	17450	Removal	https://drive.google.com/file/d/1uziL1GXVJY5_b87G8FkPj5KgnJpHSP_L/view?usp=drivesdk



Bus Stop Type

- Installation
- Removal
- Removal & Installation

0 0.25 0.5 mi

Work Zone: 13

Zone 13 Work Sequence

Sequence	Name	ID	Category	Work Codes	Add Pole	Remove Pole	Add Sign	Remove Sign	Bag Sign	Add Striping	Pole Mount	Notes	Lat	Long
1st	39th St & Pittman Dr	1340	Installation	1b, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Concrete	Surface mount pole to concrete, 1' from curb. MUTD will remove old	46.834368	-114.020233
	39th St & Wapikya Dr	1314	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.834211	-114.020043
	39th St & Lux Dr	1181	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.834357	-114.025233
	39th St & Arrowhead Dr	1076	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.834194	-114.024127
	39th St & Paxson St	1129	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.834348	-114.028670
	39th St & Virginia Dr	1031	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.834181	-114.028829
	39th St & Lake Pl	17468	Removal	2b	No	Yes	No	Yes	No	No	Ground	Sign can be removed at any time	46.834132	-114.033220
	39th St & Thomas Dr	1141	Installation	1a, 3a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.834307	-114.034532
	39th St & Barbara Ln	1299	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.834136	-114.034478
	39th St & Rainbow Dr	1210	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.834349	-114.041015
	39th St and Rainbow Dr	1132	Installation	1a, 3b	Yes	No	Yes	No	No	Yes	Ground		46.834216	-114.041933
												Contractor removes sign/pole. MUTD removes bench. Sign can be removed at any time. Coordinate with MUTD on timing for bench removal		
	Gharrett St & 39th St	17197	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.833827	-114.042983
	Gharrett St & Briggs St	1331	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.830359	-114.043008
	Gharrett St & Garland Dr	17187	Removal	2b	No	Yes	No	Yes	No	No	Ground	Sign can be removed at any time	46.828259	-114.043037
	Gharrett St & South Hills Dr	1081	Removal & Installation	1a, 2b, 3a, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.826213	-114.043041
	Gharrett St & Meadowlark Ct	1305	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground	No change to sign location	46.820429	-114.043034
	55th St & Bridger Ct	1135	Installation	1a, 3a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.819756	-114.040432
	55th St & Ebb Way	1188	Removal & Installation	1a, 2b	Yes	Yes	Yes	Yes	No	No	Ground		46.819838	-114.035671
	55th St & 23rd Ave	1330	Removal & Installation	1a, 2b, 3b	Yes	Yes	Yes	Yes	No	Yes	Ground	No change to sign location	46.820821	-114.033114
	23rd Ave & Vista Dr	1068	Installation	1a, 3b	Yes	No	Yes	MUTD	No	Yes	Ground	MUTD will remove old sign	46.821638	-114.035400
	23rd Ave & Foothills Dr	1009	Installation	1a	Yes	No	Yes	No	Yes	No	Ground		46.823444	-114.034318
	23rd Ave & Valley View Dr	1182	Installation	1a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.824592	-114.034688
	23rd Ave & Garland Dr	1069	Installation	1a, 3b	Yes	No	Yes	No	Yes	Yes	Ground		46.826927	-114.035561
	23rd at bike/walking path	1309	Installation	1a	Yes	No	Yes	MUTD	No	No	Ground	MUTD will remove old sign	46.831388	-114.035245
	23rd St & Cloverdale Dr	17432	Removal	2b	No	Yes	No	Yes	No	No	Ground	Sign can be removed at any time	46.832640	-114.035243
2nd	55th St & Bridger Ct	17427	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.819737	-114.040872
	23rd St & W Foothills Dr	17356	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.823253	-114.035327
	23rd St & Valley View Dr	17300	Removal	2b	No	Yes	No	Yes	No	No	Ground		46.825277	-114.035825
	23rd St & Hillside Dr	17235	Removal	2b	No	Yes	No	Yes	No	No	Ground	Contractor removes sign/pole. MUTD removes bench.	46.827760	-114.035354

Zone 13 Striping

Name	ID	Yellow Paint (Ft)	White Paint (Ft)	Notes
39th St & Virginia Dr	1031	30	65	
39th St & Pittman Dr	1340	30	50	
39th St & Lux Dr	1181	30	50	
39th St & Rainbow Dr	1210	30	50	
39th St & Barbara Ln	1299	30	50	
39th St & Wapikya Dr	1314	30	50	
39th St & Arrowhead Dr	1076	20	50	
39th St & Paxson St	1129	30	40	
39th St & Thomas Dr	1141	30	40	
Gharrett St & South Hills Dr	1081	15	40	
55th St & Bridger Ct	1135	15	40	
Gharrett St & Briggs St	1331	15	40	
23rd Ave & Vista Dr	1068	0	40	
23rd Ave & Garland Dr	1069	0	40	
39th St and Rainbow Dr	1132	0	40	
23rd Ave & Valley View Dr	1182	0	40	
55th St & 23rd Ave	1330	0	40	

Zone 13 Stop Images

Name	Stop ID	Category	Image Link
23rd Ave & Foothills Dr	1009	Installation	https://drive.google.com/file/d/1ohGFUqXJyhRbDPfFEy0N3MMLwz7KLIX6/view?usp=drivesdk
39th St & Virginia Dr	1031	Removal & Installation	https://drive.google.com/file/d/13ziZavtefh9Cn60MDRJVlJbJh29fcvDi/view?usp=drivesdk
23rd Ave & Vista Dr	1068	Installation	https://drive.google.com/file/d/1627UVoQ3NHL3YSBhExacTkoyAV7A2N6i/view?usp=drivesdk
23rd Ave & Garland Dr	1069	Installation	https://drive.google.com/file/d/17WUalz1ONMACDHdJY72ZqJ1AiKzMrqsq/view?usp=drivesdk
39th St & Arrowhead Dr	1076	Removal & Installation	https://drive.google.com/file/d/1xuYkn_H1fwPEWNmM_xvOpudxahVDUDVq/view?usp=drivesdk
Gharrett St & South Hills Dr	1081	Removal & Installation	https://drive.google.com/file/d/1la1Felqr6vnc8gxUd0zl9qcwe3KU_gB/view?usp=drivesdk
39th St & Paxson St	1129	Removal & Installation	https://drive.google.com/file/d/1CB0YbhlLYEIMfyggRvSCYf9jxFVxChFK/view?usp=drivesdk
39th St and Rainbow Dr	1132	Installation	https://drive.google.com/file/d/1-nyMy1oBP3F6rzcFA-SJlb95obD4rPPk/view?usp=drivesdk
55th St & Bridger Ct	1135	Installation	https://drive.google.com/file/d/15Nalekavg9WoxOS6LcDwZHe_2miPCLtJ/view?usp=drivesdk
39th St & Thomas Dr	1141	Installation	https://drive.google.com/file/d/1b6hroXlqIRpUXDcTipIvZfZoVUWF16mn/view?usp=drivesdk
39th St & Lux Dr	1181	Installation	https://drive.google.com/file/d/1JyhKIRqlw3DAsN3bRwBz1PYhLdCrl0pR/view?usp=drivesdk
23rd Ave & Valley View Dr	1182	Installation	https://drive.google.com/file/d/1juJMYRqU8fbj1nuLtPrN_10k8ve0yHoS/view?usp=drivesdk
55th St & Ebb Way	1188	Removal & Installation	https://drive.google.com/file/d/1Ub9TXOy0bMga66Lu0pC-xDpkYv3DPNwn/view?usp=drivesdk
39th St & Rainbow Dr	1210	Removal & Installation	https://drive.google.com/file/d/1paRee4A4XRA3sFpBAaEZWIAAns2rFWFV9/view?usp=drivesdk
39th St & Barbara Ln	1299	Removal & Installation	https://drive.google.com/file/d/16FZWV-HRwYgPW6HYuGr_8uMzEAL_m-lc/view?usp=drivesdk
Gharrett St & Meadowlark Ct	1305	Removal & Installation	https://drive.google.com/file/d/1YFscrQZxNnTq8eGmEi_WaHM6M-fuzlDT/view?usp=drivesdk
23rd at bike/walking path	1309	Installation	https://drive.google.com/file/d/1KCiaOuJRBQkOr8POIk41VrZrI2ud3WoF/view?usp=drivesdk
39th St & Wapikya Dr	1314	Installation	https://drive.google.com/file/d/1hCkNlkXv5ySe-UhODI9Y6K35YRPrVXU1/view?usp=drivesdk
55th St & 23rd Ave	1330	Removal & Installation	https://drive.google.com/file/d/11MywX4bLgUrB98rabb2nQKji8CCe75m/view?usp=drivesdk
Gharrett St & Briggs St	1331	Removal & Installation	https://drive.google.com/file/d/1u2jhRIDnLttitvHkhw57byAJsRoazjqc/view?usp=drivesdk
39th St & Pittman Dr	1340	Installation	https://drive.google.com/file/d/1VLnC-cvUGjm0iv01HrSXdp6mHVQ6QYMU/view?usp=drivesdk
Gharrett St & Garland Dr	17187	Removal	https://drive.google.com/file/d/1QZegC7q5hEzBf-LuY9otOPmqJEBfR4KT/view?usp=drivesdk
Gharrett St & 39th St	17197	Removal	https://drive.google.com/file/d/1F4Wt0h_MVYBMxERJDronJaPlo1yI5vYo/view?usp=drivesdk
23rd St & Hillside Dr	17235	Removal	https://drive.google.com/file/d/1RF4tmkVLg_a8HgCZQkq3X-nmSag34Agn/view?usp=drivesdk
23rd St & Valley View Dr	17300	Removal	https://drive.google.com/file/d/1p4WUKURvcsSl6qyfEzSrpHtQT0yogBSV/view?usp=drivesdk
23rd St & W Foothills Dr	17356	Removal	https://drive.google.com/file/d/17P39BYGu6t1MAypVTIKRWzDnwDa-13T2/view?usp=drivesdk
55th St & Bridger Ct	17427	Removal	https://drive.google.com/file/d/1LpbQy2abd5DuLPzrhB34oxD7h22i9dfi/view?usp=drivesdk
23rd St & Cloverdale Dr	17432	Removal	https://drive.google.com/file/d/1Qh60NKEh9yBFU-gbrysejjJvRJ-4vv0p/view?usp=drivesdk
39th St & Lake Pl	17468	Removal	https://drive.google.com/file/d/1aDMaAuS8u2_HXyEDZMjEYzuqvQ-RYxPB/view?usp=drivesdk