

Stump Removal Winter-Spring 2016

Bid Opening Date: 3:00 PM March 8, 2016

PROJECT MANUAL and CONTRACT DOCUMENTS



**CITY OF MISSOULA
PARKS AND RECREATION DEPARTMENT
MISSOULA, MONTANA**

BID SET NO. _____

CONTRACT SET NO. N/A OF N/A



Prepared by:

City of Missoula Parks and Recreation Department - Urban Forestry Division
For further information, visit us or call

100 Hickory Street
Missoula, Montana 59802
Phone (406) 552-6270
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INDEX

Stump Removal Winter-Spring 2016

SUBJECT	PAGES
Index	i
Invitation to Bid	ITB-1
Instructions to Bidders	IB-1 to IB-6
Project Special Conditions	PSC-1 to PSC-11
Stump Grinding Detail	PSC-11
Proposal for Construction	P-1 to P-4
Bid Bond	BB-1 to BB-2
Contract Agreement	C-1 to C-6
Contract Bonds - Performance Bond	CB-1 to CB-2
Contract Bonds - Payment Bond.....	CB-3 to CB-6
General Conditions of the Contract	GC-1 to GC-20
Notice of Award.....	1
Lien/Claim Waiver Form.....	1
Affidavit of Bills Paid for Release of Final Payment	1

City of Missoula

END OF INDEX

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INVITATION TO BID

Notice is hereby given that sealed bids will be received at the Office of the City Clerk, 435 Ryman Street, Missoula, Montana, until 3:00 p.m., on Tuesday March 8, 2016, and will then be opened and publicly read in the Mayor's Conference Room for the furnishing of all labor, equipment and materials for construction of the following:

Stump Removal Winter-Spring 2016

The project will include the initial grinding of approximately ninety-nine (99) tree stumps of various sizes located in the public right-of-way or on city property, including stump grinding, grinding removal, grinding hole back-filling and debris disposal, and future grinding of stumps as assigned.

Bidders shall submit sealed bids as prescribed in the Project Manual addressed to the City Clerk, City of Missoula, enclosed in sealed envelopes plainly marked on the outside "**Proposal for City of Missoula - Stump Removal Winter-Spring 2016**"

The envelopes shall also be marked with the Bidder's Name, Address and Montana Contractor's Registration Number.

Proposals must be accompanied by cash, 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. Performance and Payment Bonds will be required of the successful bidder in the amount of one hundred percent (100%) of the aggregate of the proposal for the faithful performance of the contract, and protection of the City of Missoula against liability.

Bid announcements, official bid forms, project manual containing specifications, contract documents, and bid results are posted on the city's website at www.ci.missoula.mt.us/bids. Copies are also available from the City Forester, 100 Hickory, Missoula, MT.

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. All laborers and mechanics employed by contractor or subcontractors in performance of this construction work shall be paid wages at rates as may be required by law. The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, ancestry, color, handicap, religion, national origin, sex, age, marital status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual preference except where these criteria are reasonable bona fide occupational qualifications. Successful contractors and vendors are required to comply with City of Missoula Business Licensing requirements.

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

Any objections to published specifications must be filed in written form with the City Forester by 3:00 p.m. on March 1, 2016.

Martha L. Rehbein, CMC
City Clerk

PUBLICATION NOTICE DATES: February 21, 2016
 February 28, 2016

Missoulian

END OF INVITATION TO BID

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INSTRUCTIONS TO BIDDERS

1. **GENERAL.** Bidders must carefully study and conform to this "Instructions to Bidders" so that their proposals will be regular, complete and acceptable.
2. **PROPOSALS.** All proposals shall be made on the forms provided in this bound volume of contract documents. All proposals shall be legibly written in ink. If Bid Alternatives are included in the Bid Proposal, the Owner may reject all or may select any one or more of the bid alternatives.

No alterations in proposals or in the printed forms will be permitted by erasures or interlineations. Proposals carrying riders or qualifications will be rejected as irregular. All bid proposal forms must be completed legibly, and in ink or typewriter (no pencil).

Each Bid Proposal must be signed in ink in the blank spaces provided therein and include the current contractor registration number and federal employer identification number (FEIN) on the Proposal immediately following the signature and address of the bidder. If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the bidders and who shall also affix the corporate seal of such corporation.

All bids remain subject to acceptance for forty-five (45) 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.

3. **SUBMIT ONLY BID PROPOSAL DOCUMENTS.** The bid must be submitted on the Bid Proposal form contained in this bound copy of the "Project Manual and Contract Documents", including any addenda.
4. **DELIVERY OF PROPOSALS.** Each proposal must be submitted in a sealed envelope and must be delivered to the office of the Owner's representative specified in the Advertisement/Invitation to Bid. The bidder's Name, Address and Montana Contractor's Identification Number shall be included on the exterior of the sealed envelope. Proposals will be received until the time specified in the Advertisement/Invitation for Bids.
5. **REJECTION OF PROPOSAL CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES.** Proposals may be rejected if they show any omissions, erasures, alterations of form, additions not called for, unauthorized conditional or alternative bids, or irregularities of any kind.
6. **PROPOSAL GUARANTEE.** All proposals shall be accompanied by a proposal guarantee in the form and amount specified in the Advertisement/Invitation to Bid. The proposal guarantee shall be made payable to the Owner, and shall be based upon the highest combination of base bids and alternates that is submitted. The Bid Bond form that is included in this project manual may be utilized; however, a suitable form provided by the surety company is acceptable.

All such proposal guarantees shall be returned to the respective bidders within fifteen (15) days after bids are opened except those of the three low bidders which may be retained for a period not to exceed forty-five (45) days or until the successful bidder has executed the contract. Thereafter, all remaining guarantees, including the guarantee of the successful bidder, will be returned. Should the successful bidder fail or refuse to enter into the contract in the form prescribed, with legally responsible sureties, within ten (10) days after the award is made by the Owner, his proposal guarantee will be forfeited to the Owner as liquidated damages.

7. **PUBLIC OPENING OF PROPOSALS.** Proposals will be opened publicly and read at the time and on the date and place set forth in the Owner's Advertisement/Invitation to Bid. Bidders or their authorized agents are invited to be present.
8. **WITHDRAWAL OF BIDS.** Bidders may withdraw any proposal after it has been deposited with the Owner, provided the bidder makes his request to the Owner prior to the time set for opening the proposal. At the time

of the opening of proposals when such proposal is reached, it will be returned to the bidder, unopened and unread.

9. **ACCEPTANCE OR REJECTION OF PROPOSALS.** The Owner will consider the time element in awarding the contract, will accept the bid which in its estimation will best serve the interests of the Owner, and reserves the right to award the contract on the project that bidder whose bid shall be best for the public good. The Owner may also reject the bid of any party who has been delinquent or unfaithful in any former contract with the Owner. The Owner reserves the right to accept or to reject any or all bids. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal having erasures, or corrections in the proposal may be rejected; any proposal accompanied by an insufficient or irregular proposal guarantee may be rejected.
10. **SURETY BONDS.** In accordance with Montana statutory requirements, the Contractor to whom the work is awarded will be required to furnish Payment and Performance Surety Bonds to the Owner in the amount of one hundred percent (100%) of the amount of the contract, guaranteeing faithful compliance with the terms of the contract. These bonds shall be executed on the forms hereto attached, signed by a surety company authorized to do business in the State of Montana and acceptable as Surety to the Owner and shall be accompanied by a "Power of Attorney." Per Montana Codes Annotated, 18-2-201, a contractor may, in lieu of surety, deposit with the city a cashier's check, certificate of deposit, or other assignable security, for the full amount of the contract.
11. **OMISSIONS AND DISCREPANCIES.** Should a bidder find omissions from, or discrepancies in, the drawings or other contract documents, or should he be in doubt as to their meaning, he should at once notify the Owner who may send a written instruction to all bidders. Failure to obtain information as to meaning or intent of the plans and specifications will not constitute a claim for extra work after the award of the contract.
12. **INTERPRETATIONS.** No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Owner. The person submitting the request will be responsible for its prompt delivery.
13. **MODIFICATIONS BY ADDENDA.** Should it be necessary to modify the plans or specifications prior to the openings of bids, such modifications shall be made by a written "Addendum" prepared by the Owner and mailed to all plan holders. All such Addenda issued shall be as much a part of the plans and specifications as if bound herein. The latest date that Addendums can be mailed to plan holders is bid opening date less seven (7) calendar days. In the case of Addendums delivered by electronic means (e-mail or fax), or hand-delivered, the latest date that Addendum must be in possession of all plan holders is bid opening date less four (4) calendar days.
14. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK.** The Bidder is required to examine carefully the site of the work and all of the plans, specifications and other contract documents for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, above and under the surface of the ground, in performing the work as scheduled. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to all conditions and contingencies.
15. **QUALIFICATIONS OF BIDDERS.** Bidders may be required to submit satisfactory evidence that they have practical knowledge and job experience in the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. In awarding the contract, due consideration will be given to the present ability, reliability, and the general reputation of each of the bidders. Each bidder must show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged on any other work which impairs his ability to finance this contract or provide proper equipment for the proper execution of same.
16. **MONTANA STATE LICENSE and REGISTRATION REQUIREMENTS.** Uniform Professional Licensing and Regulation procedures are contained in Title 37, M.C.A. Bidders are responsible for ensuring that they and their subcontractors are licensed and qualified to conduct business in Montana. Any Construction Contractor bidding on public work in the State of Montana is required to have a current Montana State Construction Contractor Registration except as listed in M.C.A. 39-9-211. ("Bid Only" registration is available

for out-of-state bidders. Allow at least two weeks to obtain temporary registration.) No bids will be considered that do not carry the current contractor registration number on the Bid Proposal immediately following the signature and address of the bidder. Information pertaining to registration requirements may be obtained from the Montana Department of Labor and Industry, Helena, Montana. It is the duty of said Department to determine whether an applicant has met all requirements for registration as a construction contractor per Title 39, Chapter 9, Sections 39-9-101 through 39-9-401, M.C.A.

17. **TAXATION – GROSS RECEIPTS TAX.** As defined under Title 15, Chapter 50, embracing Sections 15-50-101 through 15-50-207, M.C.A., a governmental agency entering into a construction contract shall withhold one percent (1%) of gross sum due the Contractor under the performance of the contract provided that the contract amount exceeds five thousand dollars (\$5,000). The Contractor shall also withhold one percent (1%) of gross sum due the subcontractors. The withholdings shall be made payable to Miscellaneous Tax Division, Department of Revenue, Mitchell Building, Helena, Montana.
18. **CITY OF MISSOULA LICENSE AND BOND REQUIREMENTS.** 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 Treasurer, City Hall, Missoula, Montana.
19. **INDUSTRIAL ACCIDENT INSURANCE.** The Contractor's attention is called to the Industrial Accident Insurance laws in force in Montana and to the responsibility of the Owner for the collection of premiums there under. His compliance with said laws is required, and he shall relieve the Owner of any responsibility for the payment of premiums hereunder, and shall furnish the Owner with satisfactory evidence showing that all premiums arising from this Contract have been paid before payment is made on the final estimate.
20. **MINIMUM WAGE RATES.** In accordance with Montana Law (Section 18-2-403, M.C.A.) on contracts for State, County, municipal school construction, heavy highway or municipal construction, repair or maintenance work under any of the laws of the State, the Contractor and Employers shall give preference to the employment of bona fide Montana residents in the performance of said contract, and shall further pay the standard prevailing rate of wages including fringe benefits and travel allowances in effect as paid in the County or locality in which the work is being performed. The provisions of Section 18-2-409, MCA, requires 50 percent of the workers on the project to be Montana residents.

The minimum wages if included as a part of the contract documents, are not controlling except as to the minimum for the purpose of the Davis-Bacon Act; therefore, it is incumbent upon each employer to pay the standard prevailing rate of wages including fringe benefits for health and welfare and pension contributions, and travel allowance provisions in effect and applicable to the County or locality in which the work is being performed. The prevailing wage rate schedule in effect at the time this project is first advertised shall be used throughout the duration of the contract as prescribed in Administrative Rules of Montana (ARM) 24.17.127(1)(c).

"Standard Prevailing Rate of Wages" is defined by Section 18-2-402, M.C.A., as including wages, fringe benefits for health and welfare and pension contributions and travel allowance which are paid in the City or locality by other contractors for work of a similar character performed in the County or locality by each craft, classification or type of worker needed to complete a contract.

In accordance with Montana Law (Section 18-2-422, M.C.A.), each contractor and employer shall maintain payroll records in a manner readily capable of being certified for submission under M.C.A. 18-2-423, for not less than three years after the contractor's or employer's completion of work on this project.

Travel allowance, if applicable, may or may not be all inclusive of "travel" and/or subsistence and travel time due employees. It is incumbent on the employer to determine the amounts due for each craft employed according to the method of computation outlined for each craft where applicable.

To comply with Section 18-2-406, M.C.A., the Contractor performing work or providing construction services, shall post in a prominent and accessible site on the project or staging area, not later than the first

day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.

Per Montana Law, (Section 18-2-407, M.C.A.), any contractor, subcontractor, or employer who pays workers or employees at less than the standard prevailing wage as established under the public works contract shall forfeit a penalty at a rate of up to 20% of the delinquent wages plus fringe benefits, attorney fees, audit fees, and court costs. Money collected under this section must be deposited in the Montana general fund. A contractor, subcontractor, or employer shall also forfeit to the employee the amount of wages owed plus \$25 a day for each day that the employee was underpaid.

Copies of the current prevailing rate of wages may be obtained from the Montana State Department of Labor and Industry, Labor Standards Division, Helena, Montana.

Any infractions of the Laws of the State of Montana covering labor will be forwarded to the State of Montana, Department of Labor and Industry, Labor Standards Division.

21. **TIME FOR BEGINNING WORK AND COMPLETION OF WORK** The construction period for the work is based on calendar days stipulated in the contract documents. The Contractor will be issued a written "Notice to Proceed" following the "Notice of Award" and following review and approval of the contract, contract bonds and insurance certificate. Construction calendar day number one (1) shall be the day following acknowledgment of the "Notice to Proceed." The project shall be completed within the calendar days stipulated in the Contract Documents.

Contract time will not begin until weather and surface conditions allow the construction. Time will be stopped if weather and surface conditions do not allow the continuance of construction, and construction time will be started again when conditions are favorable. In all cases, the Owner, upon recommendation by the Owner's Engineer or Architect, shall determine when conditions allow for construction, and shall determine if any time extensions are to be allowed for "unsuitable days."

22. **PAYMENTS.** Payment for all work performed under this Contract will be made by cash on demand checks, on monthly estimates, by the Owner.
23. **DISQUALIFICATION OF BIDDERS.** More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. If it shall be found that any Bidder is interested in more than one proposal for the work contemplated, the Owner will cause the rejection of all Proposals in which such Bidder is interested. Any of all proposals will be rejected if there is reason for believing that collusion exists among the Bidders, and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced may be rejected.
24. **INTERPRETATION OF ESTIMATE.** The unit quantities given in the Proposal for Unit Price Bids are to be considered as approximate estimated quantities. The unit prices to be tendered by the Bidder are to be tendered expressly for the estimated quantities as they may be increased or decreased within the restricting percentages stipulated under Changes to the Work in the General Conditions. Payment to the Contractor will be made for the actual quantities of work performed or materials furnished in accordance with the Contract and it is understood that the scheduled quantities or work to be done and materials to be furnished may each be increased or diminished as hereinafter provided, without in any way invalidating the bid prices.
25. **LIQUIDATED DAMAGES.** Provisions for liquidated damages, if any, are set forth in the Contract Agreement, Article III.B. Forfeiture of Bid Bond for failure to enter into an awarded contract shall also be deemed "liquidated damages."
26. **NON-DISCRIMINATION.** 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.

- 27 **AFFIRMATIVE ACTION POLICY.** Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, 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 City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

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

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

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

END OF INSTRUCTIONS TO BIDDERS

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PROJECT SPECIAL CONDITIONS

FOR

Stump Removal

Winter-Spring 2016

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.

1. DEFINITIONS

Whenever in the General or Special Provisions the following terms are used, they shall be understood to mean and refer to the following:

Owner's Representative - The City Forester of the City of Missoula acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

2. PRE-BID MEETING - An optional pre-bidders meeting will be held on, March 1, 2016 at 10:00 AM at 100 Hickory Street, Missoula, Montana, to discuss issues pertaining to the project and answer any contractor questions that may arise.

3. SCOPE OF WORK

The project will include the removal of approximately ninety-nine (99) stumps of various sizes located in the public right-of-way or on city property, including stump grinding, grinding removal, grinding hole back-filling and debris disposal. Additional stumps will be assigned approximately once per month.

4. PREVAILING WAGE RATES

The Engineer's Estimate for this project is over \$25,000; Montana Statewide Davis-Bacon NON-CONSTRUCTION SERVICES Wage Rates are required. The Montana Prevailing Wage Rate Schedule for NON-CONSTRUCTION SERVICES 2016, Effective: January 2, 2016, will apply to the contractor's bid.

Please refer to Pages IB-1 through IB-6 of the contract specifications packet for detailed information. Per the Montana Department of Labor and Industry, out of state contractors must comply with the following:

1. An out of state contractor must register with the Montana Secretary of State prior to bidding.
2. An out of state contractor must purchase Montana workers compensation insurance OR, purchase a workers compensation insurance rider from their home state workers compensation insurer that is valid in Montana.

Montana prevailing wage rates for this project can be obtained at the following email address:

<http://erd.dli.mt.gov/Portals/54/Documents/Labor-Standards/dli-erd-ls144.pdf?ver=2015-12-24->

[114640-520](#)

5. COOPERATION

Should construction or other work of any nature be under way by other forces or by other contractors within or adjacent to the limits of work herein specified, the Contractor shall cooperate with all other such contractors or other forces to the end that any delay or hindrance to their work will be avoided.

6. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall begin work within ten (10) calendar days after receiving a written notice to proceed from the City of Missoula and shall diligently prosecute the same to completion before the expiration of **Sixty (60) CALENDAR DAYS** beginning after receipt of the initial **NOTICE TO PROCEED**.

7. LABOR, MATERIALS AND EQUIPMENT

The contractor shall furnish for use under these Special Provisions all labor, materials and equipment required to complete the work described in these specifications.

8. QUANTITIES

The preliminary estimates of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the City of Missoula does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or omit portions of the work that may be deemed necessary or expedient by the Owner's Representative.

9. ORDER OF WORK/PRE-CONSTRUCTION MEETING/PROGRESS MEETINGS

The Contractor shall schedule a pre-construction meeting with the Owner's Representative prior to starting any work. The order of work shall be determined by the Contractor and approved by the Owner's Representative at the pre-construction meeting. High Priority stumps shall be scheduled first. The Contractor shall work under the general direction of the Owner's Representative.

The Contractor shall schedule a weekly progress meeting to review work completed and work scheduled for completion, and to identify any issues that may be affecting the progress of work.

10. GENERAL JOB INFORMATION

a. Protection of Work. The contractor shall provide adequate protection of all work until final completion. This shall include, but not be limited to, barricades, lights, flags, cones, and other devices both to protect the contractor's work and provide public safety.

Trees and other site amenities disturbed or damaged by the contractor's work shall be replaced or restored at the contractor's expense. Corrective work will be completed in accordance with all city standards and specifications.

b. Required Notice of Operation. The contractor shall provide the City's Representative, at the beginning of each day, with a list of work for that day. Included in the notice will be a brief description of the contractor's protection measures for the day. Messages can be left after 7:00 a.m. at 406-552-6270.

c. Days and Hours of Work. All work shall take place between Monday and Friday. The contractor will be required to provide protection to the general public during grinding activity. Protection measures include, but are not limited to, fencing, barricades or visual surveillance.

No work is to be conducted on Saturdays, Sundays or legal holidays, unless prior approval is obtained from the Owner's Representative.

All work shall take place between the hours of 7:00 a.m. and 5:00 p.m., or as agreed to by the Owner's Representative.

d. Safety. Contractor shall conform to the provisions of the State of Montana regulations, current ANSI Z133.1 safety standards, OSHA requirements and other industry safety requirements, where applicable.

e. Damage or Loss of Contractor's Supplies or Employee's Property. The City does not assume any liability from fire, theft, accident or any other cause resulting in damage or loss of the contractor's supplies, materials or equipment, or of personal property or belongings of his employees.

f. Property Damage. The contractor shall note the following:

1. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's Representative and shall be rectified in an approved manner back to its former condition, prior to damage, at the contractor's expense within five (5) calendar days of occurrence. Damage to private property shall be repaired using like methods and materials. Damage to City property will be repaired in accordance with all city standards and specifications.

2. Any damage noted, or seen, by the contractor that has occurred by any means other than during the performance of the contractor's work, whether by vandalism or any other means shall be promptly reported to the City's Representative. Particularly, all hazardous conditions shall be reported.

g. Notification of Utilities. The contractor shall notify all utility companies, 48 hours prior to commencing underground work by contacting 811.

11. TRAFFIC CONTROL

The Contractor shall conduct his operations so as to cause the least possible obstruction and inconvenience to traffic and the general public. The Contractor shall comply with the local and State laws at all times.

The Contractor shall provide a general traffic control plan that can be modified to specific sites. 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. Contractor responsibilities will include, but not be limited to, the following:

- a. To provide adequate warning devices for all hazards created by his operation; to protect traffic and the general public from danger of obstructions or excavations; and to provide adequate guides to lead traffic in each direction at all times.
- b. The Contractor shall furnish, erect, maintain and remove all signs, cones, barricades, bridges, lights and flashers as described in the current Manual of Uniform Traffic Control Devices (MUTCD) and the City of Missoula Standardized Construction Traffic Control Plans.
- c. Any additional traffic control devices requested by the Owner's Representative shall be installed immediately, or work will be stopped until such device is installed or the Owner's Representative feels adequate traffic control and safety devices are in place.

For the purposes of payment, traffic control and public protection shall be included in the sum paid for other items in this specification.

Should the Contractor or his subcontractors be required to stop work by direction of the Owner's Representative due to non-compliance with the Traffic Control Plan, the City of Missoula will deduct a penalty charge from the Contractor's next progress payment for each occurrence. The penalty shall amount to \$250.00 for the first occurrence and \$500.00 for each occurrence thereafter.

12. PARKED CARS

The contractor will be responsible for the removal of parking within the construction zone by signing and notification at least 48 hours in advance of moving onto the site. If the contractor has made a reasonable effort have a vehicle removed from the construction zone but is unsuccessful the City may have the vehicle removed at no expense to the contractor. Also if an unauthorized vehicle parks within a properly signed construction zone the City may have the vehicle removed at no expense to the contractor.

13. STUMP GRINDING REQUIREMENTS

Stump grinding work will take place in a workman like manner in accordance with current ANSI A300 Pruning Standards and ANSI Z133.1 Safety Standards. The Contractor shall maintain site superintendence at all times during tree removal and stump grinding operations.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated to be used as detours, all traffic shall be permitted to pass through the work site.

- a. **Notification of Abutting Property Owner.** The Contractor shall notify the abutting property owner at least 48 hours in advance of commencing stump removal work.
- b. **Removal of Stumps.** Approximately ninety-nine (99) public tree stumps are to be removed

on the first list in conjunction with this project. The tree stumps are identified on Pages PSC-7 to PSC-10. The tree stump removals are grouped in 6-inch classes. Additional stumps will be assigned approximately once per month.

Stumps shall be ground in a professional manner. Care shall be taken to avoid damage to adjacent trees, landscaping and hardscape improvements.

Should the contractor damage an adjacent tree or infrastructure during removal operations, the Contractor will be responsible for all costs incurred to correct the damage.

c. Certification of Workers. A Certified Tree Workers, Certified Aerial Lift Specialists or Certified Arborist shall provide supervision to non-certified tree workers.

d. Removal of Stumps and Surface Roots. All tree stumps must be ground until deep roots are no longer encountered, or to a depth of at least twelve (12) inches below the lowest soil level adjacent to the stump. The Contractor shall grind a minimum distance of 1-1/2 feet on either side of the outer circumference of the stump, or until roots are no longer encountered (see stump grinding detail on Page PSC-11).

Where infrastructure or underground utilities preclude grinding to the required depth, the Contractor shall note and document the obstruction and the final depth or width of grinding operations. Documentation of sub-standard grinding shall be submitted with payment requests.

e. Filling Holes of Routed Stumps. Holes created by stump and root routing must be filled the same day. Topsoil mix supplied by the City shall be used to restore grade and compaction. Topsoil is located at the Northside Pit on Rodgers Street, Missoula, MT. Contractor is responsible for loading topsoil. Contractor shall provide topsoil load slips with billing statements.

Any substitution of City topsoil shall be pre-approved by the Owner's Representative before use.

Before backfilling filling holes with approved topsoil, all stump grinding chips and debris shall be removed from the hole.

Any paved surfaces, infrastructure or underground facilities damaged during grinding operations shall be restored to their original condition at Contractor expense.

f. Loading and Transporting Debris. Stumps grindings shall be loaded into a vehicle with front and sides solid, the top and rear tarped, or otherwise tightly enclosed. The transportation of tree debris must be done in such a manner that no debris falls from the vehicle during transport to the disposal site.

Debris shall be removed from the site on the same day it is generated. At the end of each work day, all work sites shall be left in a clean and neat condition.

g. Disposal of Grinding Debris. All debris generated in conjunction with the removal and stump grinding operations is the property of the Contractor and shall be disposed of away from the work site area, or may be disposed of at EKO Compost, 1125 Clark Fork Lane, Missoula, MT. Disposal may be of any legal means available to the Contractor.

h. Measurement and Payment. The tree stumps are grouped in 6-inch classes. Measurement and payment shall be based upon a unit price bid to grind stumps, remove, dispose of the grindings and backfill the holes with approved topsoil, including but not limited to all labor, tools, equipment, drayage, incidentals, mobilization, traffic control, infrastructure repair work and supervision necessary to complete the work shown on the plans and specifications.

Should the Contractor or his subcontractors be required to stop work by direction of the City's Representative due to non-compliance with the Stump Grinding Requirements, the City of Missoula will deduct a penalty charge from the Contractor's next progress payment for each occurrence. The penalty shall amount to \$250.00 for the first occurrence and \$500.00 for each occurrence thereafter.

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

Bidder's attention is invited to General Conditions, Section 2.6.02 which requires completion and submission of construction lien/claim waivers and an Affidavit of Bills Paid for Release of Final Payment. The new text is also copied below:

"Requests for Payment shall be accompanied by a City of Missoula Lien/Claim Waiver Form, with appropriate "Conditional" and "Unconditional" portions completed, from the Prime Contractor and from each vendor, subcontractor and sub-subcontractor. Prime Contractor shall submit an Affidavit of Bills Paid for Release of the Final Payment. For projects under \$50,000 a single Lien/Claim Waiver form may be submitted from each vendor, subcontractor and sub-subcontractor with the Request for Final Payment, accompanied by the Prime Contractor's Affidavit of Bills Paid for Release of the Final Payment."

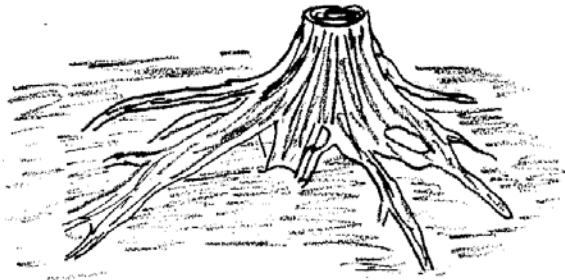
Forms are provided near the end of this contract bidding document. Use of alternative form requires pre-approval of the Missoula City Attorney.

Site ID	Address Number	Street	Park/Facility	Growspace	Common Name	Diameter	Trunks	Notes	Lot Location
37131	3001	bancroft st	playfair	07-10	ash, green	8	0		
39464	3305	bancroft st		20+	poplar, lombardy	38	1		F1
26396	701	beverly		open	spruce, colorado	50	1	uprooted in storm	F1
33210	1300	bridgecourt way		01-03	honeylocust	5	3		R3
38097		broadway av w	boardway&russell	open irregular		25	0		
17493	415	brooks		15 plus ft	elm species	3	1		F1
20326	833	cleveland		open	locust, black	45	1		F1
23065	1106	cooper		07-10	crabapple species	6	4		R2
39491	2320	cottonwood		open	unknown	72	1	At ditch bank edge	B1
39492	4855	country club ln		open	poplar, lombardy	60	1		F1
39493	4855	country club ln		open	poplar, lombardy	80	1		F0
35294	600	cregg ln	mccormick	open	siouxland poplar	28	1		
35295	600	cregg ln	mccormick			20	0		
35350	600	cregg ln	mccormick			14	0		
35351	600	cregg ln	mccormick			30	0		
35352	600	cregg ln	mccormick			10	0		
35357	600	cregg ln	mccormick			40	0		
34541	6530	danielle lou ct		open	aspen, quaking	1	2		F1
28475	339	e beckwith ave		10-15	maple, norway	17	1		F1
23291	409	e front st		open	maple, norway	40	1	CG notified Prop owner, yellow jacket nest hugetop	F1
23292	409	e front st		open	maple, norway	40	1		F2
18959	503	edith		15 plus ft	hackberry, common	15	1		B1
30757	3934	england blvd		07-10	ash, white	6	1		xf1
28209	1620	gerald ave		open	spruce, colorado	23	1		R4
25652	678	hastings		open	maple, red	15	1		R3
39487	678	hastings		open	maple, red	8	1		R2
17772	805	hilda		10-15	unknown	2	0	irr	F1
27263	1840	hilda		open	maple, norway	24	1		F2

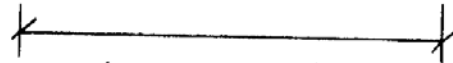
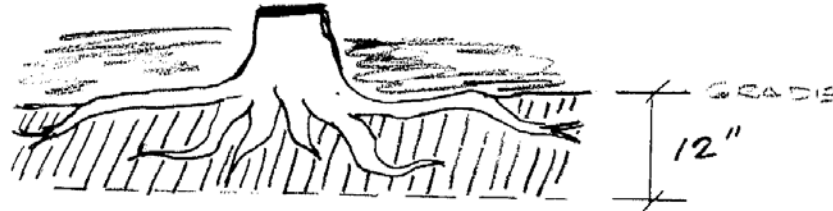
Site ID	Address Number	Street	Park/Facility	Growspace	Common Name	Diameter	Trunks	Notes	Lot Location
32273	1701	kemp st		open	spruce, engelmann	25	1	uprooted in storm	F1
32806	2031	kemp st		open	maple, boxelder	30	1		F1
32710	1800	kensington ave		open	unknown	20	1	usfs maintenance shop	F1
32711	1800	kensington ave		open	unknown	20	1	usfs maintenance shop	F2
32322	2226	kensington ave		open	unknown	8	1		xf1
19107	106	knowles		15 plus ft	maple, silver	24	1		R1
30641	3827	lancaster rd		07-10	unknown	3	1	irr	F2
30897		lexington ave	pleasantview	03-07	unknown	4	1	irr	F11
37038	6000	linda vista blvd	marilyn	open	pine, ponderosa	18	1	codominate stem ripped out, into backyard neighbor	
31865	346	livingston ave		open	elm, siberian	50	1		L1
31247	2308	livingston ave		open irregular	elm, siberian	28	1	1/3 tree failed across road, call out, rmvd tree	F1
34655	5809	lori ct		open	poplar, lombardy	28	1		xl1
34479	6226	lower miller creek rd		open		10	0	irr	F2
15343		miller creek		03-07	linden, american	2	1		
37857		paxson	bellevue	open		7	0	check ROW	
37858		paxson	bellevue	open		15	0	check ROW	
37901		paxson	bellevue	open		15	0		
37956		paxson	bellevue	open		22	0		
37967		paxson	bellevue	open	cottonwood, black	18	1		
37968		paxson	bellevue	open	cottonwood, black	28	1		
23727	1302	philips		10-15	maple, norway	12	1		F1
23728	1302	philips		10-15	maple, norway	14	1		F2
23787	1302	philips		10-15	maple, norway	20	1		R5
23788	1302	philips		10-15	maple, norway	21	1		R6
28574	1741	s 10th st w		10-15	maple, boxelder	40	1		F1
28451	1806	s 10th st w		10-15	elm, siberian	42	1		F1
29087	1724	s 12th st w		open	maple, norway	50	1		F1
29088	1724	s 12th st w		open	maple, norway	45	1		F2

Site ID	Address Number	Street	Park/Facility	Growspace	Common Name	Diameter	Trunks	Notes	Lot Location
29041	1962	s 12th st w		open	elm, siberian	42	1		L4
29186	2161	s 12th st w		open	willow	55	1		F1
20225	502	s 1st st w		10-15	maple, norway	18	1		F3
15435	1437	s 1st st w		unknown	unknown	2	1		F10
26980	1949	s 5th st w		07-10	unknown	10	0		R3
26981	1949	s 5th st w		07-10	unknown	6	0		R4
39445	529	s 6th st w		07-10	unknown	22	1		F1
27456	1900	s 7th st w		open	elm, siberian	6	1		R9
29395	1705	s higgins ave		07-10	maple, freeman	3	1		F1
30166	3000	sheffield dr		03-07	ash, green	20	1		F1
32964	2238	south ave w		4x4 open	unknown	4	1		F1
18974	328	stephens		07-10	maple, norway	15	1		F2
18972	334	stephens		07-10	maple, norway	28	1		F2
18998	337	stephens		15 plus ft	maple, norway	36	1		F4
18999	337	stephens		15 plus ft	maple, norway	36	1		F3
19000	337	stephens		15 plus ft	maple, norway	22	1		F2
19001	337	stephens		15 plus ft	maple, norway	18	1		F1
18970	346	stephens		07-10	maple, norway	26	1		F2
19006	419	stephens		07-10	maple, norway	32	1		F2
19007	419	stephens		07-10	maple, norway	35	1		F1
19027	523	stephens		07-10	maple, norway	56	1		F1
18945	620	stephens		07-10	maple, norway	30	1		F2
18946	620	stephens		07-10	maple, norway	32	1		F1
18942	640	stephens		07-10	maple, norway	32	1		F1
19149	745	stephens		07-10	maple, norway	30	1		F1
19151	745	stephens		07-10	maple, norway	22	1		F2
19135	835	stephens		07-10	maple, norway	38	1		F2
19131	837	stephens		07-10	maple, norway	40	1		F1
19132	837	stephens		07-10	maple, norway	28	1		F2

Site ID	Address Number	Street	Park/Facility	Growspace	Common Name	Diameter	Trunks	Notes	Lot Location
19133	837	stephens		07-10	maple, norway	42	1		F3
18919	840	stephens		07-10	ash, white	10	1		F1
18903	1024	stephens		07-10	maple, norway	16	1		F1
37491	134	tahoe dr	wapikia	open	cottonwood, black	17	1		
37492	134	tahoe dr	wapikia	open	cottonwood, black	25	1		
37503	134	tahoe dr	wapikia	open	cottonwood, black	18	1		
35622	711	toole	lit mccormick	open		10	0		
16514	532	university		10-15	maple, norway	32	1		F2
28728	123	w kent ave		open	spruce, colorado	45	1	uprooted in storm	F1
7886	344	woodford		15 plus ft	maple, norway	30	1		R3
17939	632	woodford		15 plus ft	maple, red	8	1		F2
39489	632	woodford		15 plus ft	maple, red	8	1		F1
27210	217	woodworth		open	maple, norway	30	1		F2



1/2' FROM ALL SIDES OF STUMP
OR UNTIL ALL SURFACE ROOTS
ARE REMOVED.



GRIND TO 12" OR UNTIL ALL
ROOTS ARE NO LONGER
ENCOUNTERED.

CITY OF MISSOULA, MT
TREE STUMP GRINDING
2/6/2010 CAB
N.T.S.

**PROPOSAL FOR CONSTRUCTION
PARKS AND RECREATION PROJECT
Stump Removal
Winter-Spring 2016**

To: The Honorable Mayor and City Council
City of Missoula, Montana

The undersigned bidder, having examined the plans, specifications and other proposed contract documents, the extent, character, and the location of the proposed work, and being cognizant of the location and conditions of the site of the work, and the conditions that might affect the work, hereby proposes to perform all labor and work necessary for the City of Missoula, Montana complete in a workmanlike manner all in accordance with the plans, specifications and other contract documents on file in the office of the City Forester for the prices quoted in this proposal.

The undersigned bidder further agrees that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud; that it is made without collusion with any officials or employees of the City of Missoula, and that the Proposal is made without any connection or collusion with any person making another Proposal on this contract.

The undersigned bidder further agrees to furnish the required surety bonds and to enter into contract for the work awarded within ten (10) consecutive calendar days from the date of receipt of written Notice of Award given by the City Forester.

The successful bidder must furnish written proof of all required bonds, Worker's Compensation and other insurance to the attorney for the Owner prior to the signing of the contract by the Owner.

Enclosed herewith is a _____ as a proposal guarantee, in the amount of Ten Percent (or) _____ DOLLARS, which the undersigned agrees is to be forfeited to and become the property of the City of Missoula as liquidated damages, should this proposal be accepted and the contract awarded to him and he fail to enter into a contract in the form prescribed and to furnish the required surety bonds within ten days as above stipulated; but otherwise the proposal guarantee shall be returned to the undersigned upon signing of the contract and delivery of the approved surety bonds to the City of Missoula, Montana.

Bidder agrees in submitting this bid that the bid prices will remain subject to acceptance for forty-five (45) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids, and it is agreed that this bid may not be withdrawn during a period of forty-five (45) days after the scheduled time for receipts of bids.

The Total Base Bid, plus or minus any Alternate Bids awarded, shall be the basis for establishing the amount of the Performance Bond on this Contract. The Total Base Bid (plus or minus Alternate Bids awarded) is based on the plans where specific quantities are not itemized, and is subject to additions or reductions according to the actual construction quantities and measurements of the finished construction as determined by the Engineer upon completion of construction.

The undersigned has carefully checked the above bid schedule quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Plans and Specifications.

The undersigned agrees that, if awarded the contract, he will commence work within ten calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within **SIXTY (60) calendar days**. **The first chargeable day is the date following the date specified to start in the Notice to Proceed.**

Per Missoula Municipal Code Chapter12.08.030.B, all concrete curb and sidewalk work performed under this contract proposal shall be warranted against faulty materials or workmanship for a period of two years. Per Missoula Municipal Code Chapter12.24.090.F excavation backfill shall be warranted against settlement for a period of two years. All other work performed under this contract proposal has a one year warranty, from the date the City of Missoula accepts the completed project.

The undersigned certifies that:

- (a) He has examined the site of the work.
- (b) He understands the manner of payment for the cost of the project.
- (c) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans.

Addenda: No. _____ Dated _____
 Addenda: No. _____ Dated _____
 Addenda: No. _____ Dated _____
 Addenda: No. _____ Dated _____

Plan Revision Sheets: Nos. N/A

BID PROPOSAL FOR CONSTRUCTION PARKS AND RECREATION PROJECT

STUMP REMOVAL WINTER-SPRING 2016

Item	Description	Estimated Units		(Required) Unit Price BID		Total
1	1" to 6" Stumps	20	EA		EA	
2	7" to 12" Stumps	15	EA		EA	
3	13" to 18" Stumps	20	EA		EA	
4	19" to 24" Stumps	20	EA		EA	
5	25" to 30" Stumps	20	EA		EA	
6	31" to 36" Stumps	12	EA		EA	
7	37" to 42" Stumps	15	EA		EA	
8	43" to 48" Stumps	5	EA		EA	
9	49" to 54" Stumps	5	EA		EA	
10	55" to 60" Stumps	5	EA		EA	
11	61" to 66" Stumps	3	EA		EA	
12	67" to 72" Stumps	3	EA		EA	
13	73" to 78" Stumps	1	EA		EA	
14	79" to 84" Stumps	1	EA		EA	
		145				

TOTAL BID \$ _____

Total for the work listed hereinafter known as the base bid of (complete in long hand): _____
 _____ Dollars (\$ _____)

Note: Discrepancies in mathematical computations will be resolved based on unit prices.

The undersigned agrees that upon written acceptance of this bid, he will, within ten (10) days after receipt of such notice, execute a formal contract agreement with the City of Missoula in the form attached hereto, and that he will provide acceptable surety bonds for Performance and Payment. In case of default in execution of the contract or in delivery of acceptable bonds, the proposal guarantee accompanying this Proposal shall be forfeited to, and remain the property of, the City of Missoula, Montana.

(NOTE: Bidders should not add any conditions or qualifying statements to this bid or otherwise the bid may be declared irregular as being not responsive to the Advertisement/Invitation to Bid.)

In submitting this bid, it is understood that the City of Missoula reserves the right to reject any and all bids, to delete certain items, and to postpone award for a reasonable time.

Dated at _____ this _____ day of _____, 2016.
(city)

Name of Firm

State of Incorporation (if applicable)

Business Address

Signature of Responsible Official

Title

Name of Partner

Name of Partner

Montana Contractor's Registration No. and Class _____

Federal Employer Identification Number (FEIN) _____

BID BOND

BIDDER Name and Address:

SURETY Name and Address:

OWNER Name and Address:

City of Missoula
435 Ryman Street
Missoula MT 59802

BID DUE DATE:

March 8, 2016

PROJECT Description:

Grinding tree stumps and backfilling with city
supplied topsoil.

BOND NUMBER:

BOND DATE

(Not later than BID DUE DATE)

PENAL SUM:

(Words) _____

(Figures) _____

IN WITNESS WHEREOF, 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

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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
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 Bidders' 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 of Montana.
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 the 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.

CONTRACT AGREEMENT

City of Missoula Parks and Recreation Department

STUMP REMOVAL WINTER-SPRING 2016

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, in the City of Missoula, County of Missoula, State of Montana, by and between the City of Missoula, a municipal organization under the laws of the State of Montana (hereinafter referred to as "City") and _____, an _____, (hereinafter referred to as the Contractor).

WITNESSETH

For and in consideration of the mutual promises and agreements set forth herein, the City and _____, an _____, mutually stipulate and agree to the following provisions:

I. PROFESSIONAL SERVICES CONTRACT WITH CITY

The City hereby agrees to retain the professional services of Contractor pursuant to the terms and provisions of this Agreement. Work shall be accomplished with all reasonable care and minimal disruption or damage to other trees, grounds, driveways, streets, and curbs, sidewalks, structures and utilities on or adjacent to work site. Any damage shall be reported in writing to a property owner and the City Forester at 100 Hickory St, on the day of occurrence, and such damage shall be repaired at the Contractor’s expense within five days of the occurrence (unless demonstrable reason for a delay can be shown). Failure to do so may be cause for termination of the contract. Contractor agrees to perform the professional services identified pursuant to the terms and provisions of this Agreement in a competent, professional, and acceptable manner.

II. SCOPE OF PROFESSIONAL SERVICES

Contractor agrees to furnish all labor, supervision, equipment, materials, and expertise necessary for tree stump removals on the public right-of-way in the City of Missoula identified in the Project Special Conditions. Since the work is of a potentially dangerous nature and requires special expertise, it is to be performed by a company that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of stump removal service work.

Contractor will adhere to all ANSI Z133.1-2006 American National Standard for Arboricultural Operations—Safety Requirements, as amended, and be in compliance with City of Missoula Municipal Code Section 12.32.

III. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not a City of Missoula employee.

IV. NON-DISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, sexual orientation, gender identity, or gender expression, or national

origin, or because of age, physical or mental disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, religion, color, sex, national origin or because of age, physical or mental disability or marital status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

V. AFFIRMATIVE ACTION POLICY

Contractors, subcontractors, subgrantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan and Title 49, M.C.A., or forfeit the right to continue such business dealings. See Attachment A.

VI. EVIDENCE OF WORKERS' COMPENSATION COVERAGE

Contractor hereby certifies it is covered by a Workers' Compensation insurance program with either the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for Contractor's workers' compensation insurance or claims. Contractor shall provide evidence of such coverage to the City Clerk prior to the City Clerk's validation of the agreement.

VII. LIABILITY INSURANCE

Contractor hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of **\$3,000,000.00** per occurrence that includes liability for accidents occurring during contract or at the project site that are attributable to the Contractor or its agents' conduct.

VIII. INDEMNITY

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

IX. PAYMENT FOR SERVICES

The parties hereto mutually agree that the total costs for acceptable performance of all professional services of _____, an _____, pursuant to this agreement shall be _____ (_____). The City may be billed at the end of each week for all work completed in accordance with the terms of the contract.

No invoice shall include Federal excise tax, since the City is exempt therefrom and will furnish certificates of exemptions as needed. The Agency or Contractor must, in accordance with Section 15-50-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the Contractor or subcontractor. Amount withheld from the prime Contractor must be forwarded to the

Department of Revenue.

X. MODIFICATION AND WAIVER

This Agreement may not be modified, altered, or changed except pursuant to a written agreement signed by the parties hereto. A waiver of any term or condition of this Agreement or of any breach of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of the Agreement. Any waiver must be in writing.

XI. LICENSE TO DO BUSINESS

Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must obtain or have a valid City of Missoula business license and must comply with applicable business regulation ordinances. No payments shall be made by the City pursuant to this Agreement until a valid City business license has been obtained. Contractor shall continue to retain a valid City business license during the term of this Agreement or the City has the right to withhold payments until such time as a valid City business license is acquired by Contractor.

XII. PREVIOUS AGREEMENTS

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

XIII. PREVAILING WAGE

For any contract let for City of Missoula construction, services, repair, or maintenance work under any law of the State of Montana that exceeds \$25,000, the Contractor is required to give preference to the employment of bona fide Montana residents in the performance of the work and to pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to Missoula County as defined in Section 8-2-403 MCA. Contractor is also required to comply with all requirements of Title 8, Chapter 2, Part 4 of the Montana Code Annotated.

The contractor shall utilize the Montana Statewide Davis-Bacon Non-Construction Wage Rates included in the Montana Prevailing Wage Rate Schedule for NON-CONSTRUCTION SERVICES 2016, Effective: January 2, 2016, as follows:

LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$14.36	\$7.21

TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	\$24.34	\$7.98

XIV. DETAILED SPECIFICATIONS
FOR TREE STUMP REMOVALS

The parties hereto agree that this Contract Agreement for the completion of the project herein referred to is evidenced by the following contract documents:

- (1) This writing, entitled "Contract Agreement" (Including all Contract Documents made Part Hereof by Reference); and
- (2) Advertisement/Invitation to Bid
- (3) Instructions to Bidders
- (4) Contract Payment Bond and Performance Bond
- (5) Bid Proposal
- (6) General Conditions
- (7) Montana Prevailing Wage Rate
- (8) Project Special Conditions
- (9) Certificates of Insurance
- (10) Notice of Award
- (11) Notice to Proceed
- (12) Addenda (list of any issued)

and OWNER and CONTRACTOR each acknowledged delivery to it, concurrently with the execution of this Contract Agreement of a full, true, complete and identical counterpart of each such Contract Documents. Any further or additional contract documents (if any) shall be identified by the signature of both parties hereto, and made a part hereof by clear, written reference appended hereto.

XV. SEVERABILITY

If a part of this agreement is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

XVI. TERM OF AGREEMENT

This contract agreement will be in force and effect on the date signed by the Mayor of the City Missoula and shall run until all work is satisfactorily completed or, unless terminated in writing as provided hereinbefore.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year in this certificate first hereinabove written.

CONTRACTOR: _____
Address _____

Owner Date: _____

OWNER: City of Missoula
Missoula City Hall
Missoula, Montana 59802

Mayor John Engen Date: _____

ATTEST:

Marty Rehbein, City Clerk Date: _____

Approved as to form:

Jim Nugent, City Attorney Date: _____

STATE OF MONTANA)
County of Missoula) ss

ATTACHMENT A

NON-DISCRIMINATION. 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.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, 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 City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

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

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

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

CONTRACT BONDS
PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned contractor, _____ as
PRINCIPAL, and _____, a corporation organized and
existing under the laws of the State of _____, as SURETY, are firmly
bound unto the Owner, the City of Missoula, Montana, in the penal sum of _____
_____ (\$ _____) lawful money of the
United States, for the payment of which sum well and truly to be made, the said Principal and
Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents,
as follows:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, the said Principal, by a written agreement attached hereto and bearing the date of
_____, contract for Project _____
_____ has agreed with the said Owner, The City of Missoula,
Montana, to furnish all tools, equipment, materials, appliances, except as otherwise provided, and
construct and complete the construction of the work described in the proposal and the contract
agreement, and to complete all specified work appurtenant thereto, all in accordance with the plans
and specifications, proposal, and contract agreement which form a part of the Contract Documents
hereto attached.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said work in
strict accordance with said Contract Documents, shall comply with all the requirements of the laws
of the State of Montana, shall pay as they become due all just claims for work or labor performed
and materials furnished in connection with said Contract Agreement, and shall defend, indemnify
and save harmless said Obligee against any and all liens, encumbrances, damages, claims,
demands, expenses, costs and charges of every kind, including patent infringement claims, arising
out of or in relation to the performance of said work and the provisions of said Agreement, then
these present shall be void; otherwise they shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or attrition to the terms of the Contract, or the work to be performed there under; or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work, or to the Specifications.

PROVIDED FURTHER, that if the Contractor, or his, their, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest provided by law.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seals at

_____ this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

Company: _____ Address _____
Signature: _____
Name and Title: _____

ATTEST: _____
Signature, Name and Title

(Seal)



SURETY

Company: _____ Address: _____
Signature: _____
Name and Title: _____

ATTEST: _____
Signature, Name and Title
(Attach Power of Attorney)

(Surety Seal)

(Seal)

PAYMENT BOND

Bond Number: _____

Note: This bond is issued simultaneously with another bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____

(Insert the name and address or legal title of the Contractor)

_____ as Principal, hereinafter called PRINCIPAL,

and _____

(Insert the legal title of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto the City of Missoula, Montana as obligee, hereinafter called OWNER, for the use and benefit of claimants as herein below defined in the amount of _____ (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by a written agreement dated _____ entered into a contract for Project _____ with Owner The City of Missoula, Montana for the work included in this contract in accordance with drawings and specifications approved by City of Missoula, Missoula, Montana, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, and any duly authorized modifications that may hereafter be made, except that no change will be made which increases the total contract price without notice to the Surety, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract; labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond

for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

(a) Unless claimant shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which the Principal ceased work on said contract.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. Special exceptions: _____

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by Surety of mechanic's liens that may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seals at

_____ this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

Company: _____

Address: _____

Signature: _____

Name and Title: _____

ATTEST: _____

Signature, Name and Title
(Seal)



SURETY

Company: _____

Address: _____

Signature: _____

Name and Title: _____

ATTEST: _____

(Surety Seal)

Signature, Name and Title
(Attach Power of Attorney)

(Seal)

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GENERAL CONDITIONS OF THE CONTRACT

CONTRACT DOCUMENTS

SECTION 2.1

- 2.1.01 **GENERAL.** The Contract Documents comprise the following general classifications of documents, including all additions, deletions and modifications incorporated therein before the execution of the Agreement:
- A. Bidding Documents
 - B. Contractual Documents
 - C. General Conditions of the Contract
 - D. Project Special Provisions or Project Special Conditions
 - E. Drawings and Specifications
- 2.1.02 **BIDDING DOCUMENTS** are issued by the Owner to assist bidders in preparing their proposals include:
- A. **Advertisement/Invitation to Bid/Invitation for Quotation Proposal**
 - B. **Instructions to Bidders**
 - C. **Proposal:** The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
 - D. **Proposal Guarantee:** A cashier's check, certified check, bank money order or bank draft drawn and issued by a national banking association located in the State of Montana or any banking corporation incorporated in the State of Montana, or a bid bond or bonds executed by a surety corporation authorized to do business in the State of Montana shall accompany the Proposal submitted by the Bidder, as a guarantee that the Bidder will enter into an Agreement with the City of Missoula for construction of the work, if the contract is awarded to him.
 - E. **Addenda to Contract Document:** Any addenda issued during the time of bidding, or forming a part of the Contract Document loaned to the Bidder for the preparation of his Proposal, shall be covered in the proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.
- 2.1.03 **CONTRACTUAL DOCUMENTS.**
- A. **Agreement** covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials therefore.
 - B. **Bond:** The Contractor shall, at the time of his execution of the Agreement, furnish bonds in a form prescribed by the Owner and with a Surety Company authorized to do business in the State where the work is located as follows:
 - 1. **Performance Bond** in an amount equal to 100% of the Contract Amount as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
 - 2. **Labor and Material Payment Bond** in an amount equal to 100% of the Contract Amount as a guarantee of good faith on the part of the Contractor to make all payments for labor and material in connection with the Contract.
- 2.1.04 **GENERAL CONDITIONS OF THE CONTRACT** outline certain general responsibilities of the City of Missoula, hereafter called the "Owner" and the Contractor and also responsibilities delegated by the Owner to the Missoula City Engineer who may act as the agent of the Owner. References to "Engineer" throughout the contract documents refers generally to the Missoula City Engineer unless specific reference is elsewhere provided for a professional engineer contracted by the City of Missoula to consult on the project.

- A. **Modifications** of the General Conditions may be included so that these General Conditions may be exactly tailored to the specific project. Modifications shall be listed in the Project Special Conditions or Project Special Provisions and become a part of these contract documents.
- 2.1.05 **PROJECT SPECIAL CONDITIONS** or PROJECT SPECIAL PROVISIONS are conditions and provisions not included in the General Conditions of the Contract or modifications to the General Conditions which apply to this specific project.
- 2.1.06 **DRAWINGS AND SPECIFICATIONS.** The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, ready for use, occupancy and operation by the Owner.
- A. **Discrepancies:** Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner or Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- B. **Adequacy:** Responsibility for adequacy of the design and for the Drawings and Specifications shall be borne by the owner. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the Owner or by the Engineer as representative of the Owner. The Drawings and Specifications shall be considered inseparable documents and in considering them the Contractor shall rely upon both instruments in order to perform the work in accordance with their combined intent.
- C. **Additional Instructions:** Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.
- D. **Copies Furnished to Contractor:** Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.
- E. **Dimensions:** Only figured dimensions on the Drawings will be used by the Contractor. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

RIGHTS AND RESPONSIBILITIES

SECTION 2.2

2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES.

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

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

- A. **Lands by Contractor:** Any land or access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be

provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.

1. **Private and Public Property:** The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, structures and improvements, along and adjacent to the street and/or right-of-way, and shall use ever precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- B. **Surveys:** Based upon the information provided by the Owner or Engineer, the Contractor shall observe and develop project per survey stakes. The Contractor shall carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points and stakes.
- C. **Public Utilities:** The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them. It will be the contractor's responsibility to contact Montana Rail Link Railroad when working near the railroad tracks and obtain any necessary clearances or permits.
- D. **Superintendent:** A qualified superintendent, who is acceptable to the Owner, shall be maintained on the work site and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all instruction given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of this Contractor's superintendent to coordinate the work of all the Subcontractor's. The superintendent shall be present on the site at all time.
- E. **Subcontracts:** At the time set forth in the Contract Documents or when requested by the Owner or Engineer, the Contractor shall submit in writing for review of the Owner or Engineer the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Engineer. The Contractor is responsible to the Owner or Engineer for the acts and deficiencies of his Subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.
 1. For the convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner or the Engineer an arbiter to establish limits to the contracts between the Contractor and Subcontractor.
- F. **Contractor's Right to Suspend Work or Terminate Agreement:** Contractor may suspend work or terminate his Agreement with the Owner upon ten days' written notice to the Owner for any of the following reasons:
 1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety days through no act or fault of the Contractor or his employees.
 2. If the Owner should fail to act upon any request for payment within thirty days after it is present in accordance with the General Conditions of the Contract.
 3. If the owner should fail to pay the Contractor any sum within thirty days after its award by arbitrators.

- G. **Work During an Emergency:** The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property.
- 2.2.03 **RESPONSIBILITY OF THE OWNER OR ENGINEER.** The Owner or Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor.
- A. **Observation of the Work:** All materials and each part or detail of the work shall be subject at all times to the observation by the Owner, Engineer or their authorized agents, and the Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer and Construction Inspector shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review.
- B. **Acceptability of Work:** The Owner's or Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Owner's or Engineer's decision relative to the performance of the work.
- C. **Engineer's Decisions:** All claims of the Owner or the Contractor may/shall be presented to the Engineer for decision which shall be final except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.
- 2.2.04 **ORAL AGREEMENTS.** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any action whatsoever, other than by a definitely agreed waiver or modification thereof in writing.
- 2.2.05 **OBSERVATION OF COMPLETED WORK.** The Contractor shall remove or uncover such portions of the completed work as may be directed by the Owner or Engineer at any time before acceptance of the work. After examination, the Contractor shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering and the restoring of the work shall be paid for as Extra Work but, should the work exposed or examined prove unacceptable, the uncovering, removing and restoring of the work shall be at the Contractor's expense.
- 2.2.06 **WORK BY OWNER OR OTHER CONTRACTORS.**
- A. **Separate Contracts:** The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Owner any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Owner of such irregularities shall indicate the work of the other contractors has been satisfactorily complete to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the provisions of the Contract Documents.
- B. **Written Agreement:** Whenever work being done by the Owner through his own employees or through other contractors is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

2.2.07 **ARBITRATION.** Should there be any dispute or any questioned decision of the Owner or Engineer, which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party of the dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from the Owner or Engineer to do so and such delay shall not extend beyond the time when the arbitrators shall have the opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Owner or Engineer and the adverse party by registered mail addressed to the last known address of each, within ten days of receipt of the Owner's or Engineer's decision, and in no event after final payment has been made and accepted. Should the Engineer fail within a reasonable period to make a decision regarding a claim of the owner or Contractor, a demand for arbitration may then be made as if the Engineer's decision has been rendered against the party demanding arbitration.

- A. **Arbitrators:** No one shall be qualified to act as arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner, the Contractor or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.
- B. **Procedure:** Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.
- C. **Controlling Law:** This contract is to be governed by the law of the State of Montana. The District court of the Fourth Judicial District of the State of Montana shall have jurisdiction in all cases of arbitration.

MATERIALS, EQUIPMENT AND WORKMANSHIP

SECTION 2.3

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

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

1. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Owner or Engineer may require.
2. The Contractor shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Owner or Engineer will review proposed substitutions and make his recommendations in writing within a period of ten calendar days.

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

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

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

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

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

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

A. **Samples for Tests:** The Contractor shall furnish such samples of materials as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Technical Specifications.

- B. **Contractor's Guaranty:** All samples shall be submitted by the Contractor with a covering letter indicating that such samples are recommended by the Contractor for the service intended and that the Contractor's Guaranty will fully apply.
 - C. **All materials, equipment and workmanship** shall be of accordance with samples guaranteed by the Contractor and reviewed by the Owner or Engineer.
- 2.3.03 **SHOP DRAWINGS.** The Contractor shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or the Owner's or Engineer's instructions. Deviations from the drawings and Specifications shall be called to the attention of the Owner or Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Owner's or Engineer's review of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the Contractor and the Owner or Engineer.
- A. **Contractor's Certifications:** When submitted for the Owner's or Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents, and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and the Contractor's Guaranty will fully apply.
- 2.3.04 **EQUIPMENT DATA.** The Contractor shall submit for the Owner's or Engineer's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This submission shall be compiled by the Contractor and reviewed by the Owner or Engineer before any of the equipment is ordered.
- A. **Index:** Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
 - B. **Relation to Contract Documents:** Catalog data for equipment reviewed by the Owner or Engineer shall not supersede the Owner's or Engineer's Contractor Documents. The review of the Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submissions, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Engineer's Contractor Documents for deviations and errors.
 - C. **Contractor's Certification:** Equipment data shall be submitted by the Contractor with a covering letter indicating that he has reviewed, checked and approved the data submitted, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents and that he has verified all field measurements and construction criteria, material, catalog numbers and similar data. Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and that his Guaranty will fully apply.
- 2.3.05 **REJECTED WORK AND MATERIALS.** Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the Owner or Engineer, and the work shall be re-executed by the Contractor. The fact that the Owner or Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- A. **Should the Contractor fail** to remove rejected work or materials within ten days after written notice to do so, the Owner may remove them and may store the materials.
 - B. **Correction of faulty work** after final payment shall be in accordance with Paragraph 2.5.13

- 2.3.06 **CUTTING AND PATCHING.** The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and the Specifications to the various trades or as required by the Drawings and Specifications to complete the structure. Contractor shall restore all such cut or patched work as approved by the Owner or Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen or the public shall not be done.
- 2.3.07 **CHARACTER OF WORKMEN.** The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or Subcontractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owner or Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Owner or Engineer.
- 2.3.08 **GUARANTY.** The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work, except that any damage caused by settlement of trench excavation backfill, any defective pipe installed which causes said settlement, or any concrete curb and sidewalk, shall be guaranteed for a period of two years.
- A. **The performance bond** shall remain in full force and effect during the guaranty period.
 - B. **Correction of faulty work** after final payment shall be as provided in Paragraph 2.5.13.

INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

SECTION 2.4

- 2.4.01 **TYPES OF INSURANCE.** The Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed, and as will protect the Contractor, the vicarious acts of subcontractors, the Owner, the Architect and Engineer, and the respective directors, officers, partners, agents, employees and other consultants and subcontractors of each and any of all such additional insureds 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:
- A. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - B. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - C. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - D. claims for damages insured by usually available personal injury liability coverage;
 - E. 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;
 - F. 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;
 - G. claims for bodily injury or property damage arising out of completed operations, and
 - H. claims involving contractual liability insurance applicable to the Contractor's Indemnification obligations under Paragraph 2.4.06 of the General Conditions.
- 2.4.02 **TERMS AND LIMITS.** Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall obtain and maintain all required insurance from companies lawfully authorized to do business in the State of Montana with minimum "A.M. Best Rating" of A-,VI.
- A. **ADDITIONAL NAMED INSURED.** With respect to insurance required by subparagraphs 2.4.01.A through 2.4.01.H. inclusive, **include as additional insured the City of Missoula as Owner; the Architect, the Engineer and their respective officers, directors, 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.**
 - B. **TERMS OF COVERAGE.** The insurance required by Paragraph 2.4.01 of these General Conditions shall be written for not less than the limits of liability specified or required by law, whichever coverage is greater. Coverage shall be maintained without interruption from date of commencement of the Work until date of final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 2.3.08 and Paragraph 2.5.13 of the General Conditions. With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such coverage shall remain in effect for at least two years after final payment. Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified,

the Owner reserve the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

- C. **ADVANCE NOTIFICATION OF CANCELLATION, MODIFICATION OR NON-RENEWAL.** All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 2.4.01 of these General Conditions shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 45 days prior written notice has been given to Owner and Contractor and to each other additional insured named in these General Conditions to whom a certificate of insurance has been issued. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 2.6.15 of the General Conditions.
- D. **CERTIFICATES OF INSURANCE.** Contractor shall not commence work until Contractor has delivered to Owner, with copies to each additional insured, certificates of insurance as evidence of specified insurance coverage in force for the specified period. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligations to maintain such insurance.
- E. **CONTRACTOR'S LIABILITY NOT LIMITED.** By requiring such insurance and insurance limits as listed in this document, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
- F. **COVERAGE AMOUNTS.** The limits of liability for the insurance required by Paragraph 2.4.01 of these General Conditions shall provide coverages for not less that the following amounts or greater where required by Law or Regulations:
 - 1. Workers' Compensation and Related Coverages under subparagraphs 2.4.01.A and 2.4.01.B of these General Conditions:

a. State	<u>Statutory</u>
b. Applicable Federal	<u>Statutory</u>
c. Employer's Liability	<u>\$1,000,000.00</u>
 - 2. General Liability: The General Aggregate Limit shall apply separately to each of the Contractor's projects.

a. General Aggregate per project	<u>\$3,000,000.00</u>
b. Products- Completed Operations (Aggregate)	<u>\$3,000,000.00</u>
c. Personal and Advertising Injury	<u>\$1,000,000.00</u>
d. Bodily Injury and Property Damage (Each Occurrence)	<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 (to include explosion, collapse, blasting and underground where applicable.
- (7) Per Project Aggregate Endorsement.

- f. Contractor’s Liability Insurance under 2.4.01.C through 2.4.01.E and 2.4.01.G may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than \$1,000,000.00. The deductible, if any, may not exceed \$5,000.00 per occurrence.
- g. If the General Aggregate Limit is diminished by an amount of \$500,000 or greater, Contractor shall provide notice to Owner of this fact, and shall again provide such notice on each subsequent occasion on which the General Aggregate Limit is again diminished by an amount of \$500,000 or greater.

3. Automobile Liability under Paragraph 2.4.01.F of the General Conditions:

- a. Combined Single Limit (bodily injury and property damage)

Each Accident	<u>\$1,000,000.00</u>
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- b. Coverage to Include:
 - (1) All Owned
 - (1) Hired
 - (2) Non-Owned
- c. Contractor’s Automobile Liability Insurance under Paragraph 2.4.01.F must be satisfied by primary insurance of \$1,000,000.00. The deductible, if any, may not exceed \$5,000.00 per occurrence.

4. Contractor’s Contractual Liability Coverage required by Paragraph 2.4.01.H and Paragraph 2.4.06 of these General Conditions shall provide coverage for not less than the amounts required by the contract for General Liability as follows:

- a. General Aggregate Per Project \$3,000,000.00
- b. Each Occurrence \$1,000,000.00
(Bodily Injury and Property Damage)

2.4.03 ~~OWNERS AND CONTRACTORS PROTECTIVE POLICY (OCP) – PURCHASED BY CONTRACTOR – FOR PROJECTS INVOLVING CONSTRUCTION OR RENOVATION OF BUILDINGS ONLY~~

~~A. In addition to insurance required to be provided by Contractor under Paragraphs 2.4.01.A through 2.4.01.H, inclusive, Contractor shall purchase and maintain a separate Owners and Contractors Protective Policy (OCP) to protect Owner against claims which may arise from operations under the Contract Documents, with limits of liability as specified below. This liability insurance shall include as additional insureds the Architect, the Engineer, and their consultants, and include coverage for their respective directors, officers, partners, employees, agents and other consultants and subcontractors of all such additional insureds.~~

- ~~a. General Aggregate \$3,000,000.00~~
- ~~b. Each Occurrence \$1,000,000.00
(Bodily Injury and Property Damage)~~

2.4.04 **PROPERTY INSURANCE - PURCHASED BY CONTRACTOR**

- A. Before commencement of the work, the Contractor shall submit written evidence that he has obtained, from companies lawfully authorized to do business in the State of Montana with minimum "A.M. Best Rating" of A-,VI, for the period of the Contract, property insurance upon the work at the site in the amount of the original Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.
- B. This policy shall be written on an "All-Risk" or open peril or special causes of loss policy form and include Completed Value Insurance coverage upon the entire project which is the subject of this Contract and including completed work and work in progress. At a minimum this insurance shall cover physical loss and damage to the Work itself, to temporary buildings or structures, and to materials and equipment in care, custody, control or in transit before and during installation, from at least the following perils or causes of loss: fire (with extended coverage), lightning, theft, vandalism and malicious mischief, earthquake, flood, water damage, windstorm, collapse, testing and startup, and debris removal including demolition occasioned by enforcement of Laws and Regulations, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. Such insurance shall be maintained in effect until final payment is made or until no person or entity other than the Owner has an insurable interest in the property required by this paragraph to be covered, whichever is later, unless otherwise agreed to in writing by Owner. Such insurance shall include as Additional Named Insured: The Owner; the Contractor, Subcontractors and their subcontractors, the Architect, the Engineer and their consultants; and each of their officers; employees and agents; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.
- D. The Owner will not carry separate insurance for this project. All required insurance coverage shall be purchased and maintained by the Contractor. Certificates of Insurance reflecting all required coverage shall be provided to Owner prior to issuance of the Notice to Proceed. ~~The following insurance coverage may be required and shall be obtained by Contractor, as specified for each project:~~
 - ~~1. Loss of Use Insurance. The Contractor shall purchase and maintain Loss of Use Insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. Daily rate to be determined for each project and shall be specified when this coverage is required. This provision may be waived on a project by project basis.~~
 - ~~2. Property Insurance on real property at or adjacent to the site. Contractor shall purchase and maintain sufficient insurance on the Owner's property during the period of the contract to replace the structure or any part thereof due to loss by fire or any other cause, and to damage incurred by Owner's adjacent structures or buildings. The amount of this coverage shall be \$1,000,000 unless waived by Owner or an alternate amount is indicated elsewhere in these specifications.~~

2.4.05 **WAIVERS OF SUBROGATION.** Owner and Contractor waive all rights against each other and any subcontractor, Architect, Engineer, and any of their subcontractors, and agents and employees, each of the other, for damages or causes of loss to the extent covered by property insurance obtained pursuant to Article 2.4.03, or 2.4.04 of these General Conditions, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Contractor, or Owner as appropriate, shall require of subcontractors, separate contractors, Architect, Engineer or their subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise.

- 2.4.06 **INDEMNITY.** The Contractor shall hold harmless, indemnify and shall defend the Owner, the Architect, the Engineer and his consultants, and each of their officers and employees and agents, from any and all liability claims, demands, losses, costs, damages, expenses or liability to the extent arising or alleged to arise from the Contractor's performance of the work described herein, but not including the sole negligence of the Owner, the Architect, or the Engineer. Contractor shall procure and maintain in force, at its expense, the liability insurance required.
- 2.4.07 **PATENTS AND ROYALTIES.** If any design, device, material or process covered by letters, patent, or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and the Engineer from any and all loss or expense on account thereof, including its use by the Owner.
- 2.4.08 **PERMITS.** All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor in advance of prosecution of work.
- 2.4.09 **LAWS TO BE OBSERVED.** The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decrees, whether by himself or his employees.
- A. Motor Vehicles.** Contractor's attention is specifically invited to Montana Statutes regarding Motor Vehicle Registration requirements (MCA 61-3-701). Vehicles used in gainful occupation or business enterprise in Montana, including highway work, shall be registered with a County Treasurer, and Montana license plates or other identification markers shall be issued and displayed upon the vehicle when operated in Montana. Residents of Montana may not operate vehicles with a driver's license issued by any other state than Montana, may not operate motor vehicles without a valid Montana Driver's License (MCA 61-3-302).
- 2.4.10 **WRITTEN NOTICE.** Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.
- A. Change of Address:** It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.
- 2.4.11 **ASSIGNMENT OF CONTRACT.** Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.
- 2.4.12 **ORAL AGREEMENTS.** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.
- 2.4.13 **WORK DURING AN EMERGENCY.** The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Owner of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to the properly protect both life and property.
- 2.4.14 **WARNING SIGNS AND BARRICADES.** The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. All traffic control devices shall meet the standards set forth in the manual on Uniform Traffic Control Devices. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

- 2.4.15 **PUBLIC CONVENIENCE.** The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Engineer. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.
- 2.4.16 **SAFETY.** In accordance with general accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.
- A. **The duty of the Engineer** to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.
- 2.4.17 **EXISTING CONSTRUCTION.** When new construction is adjacent to or crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the owner before any work is done. The Contractor shall replace or repair all existing construction damaged in the execution of this Contract. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.
- 2.4.18 **SANITARY PROVISIONS.** The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of Health.

PROGRESS AND COMPLETION OF WORK

SECTION 2.5

- 2.5.01 **NOTICE TO PROCEED.** Following the execution for the Contract by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and prosecute the work regularly and uninterruptedly thereafter with such force as to secure the completion of the work within the Contract time.
- 2.5.02 **CONTRACT TIME.** The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of the Contract Time shall commence on the day following the date the Contractor's Acknowledgement of the Notice to Proceed and every calendar day following shall be counted as Contract Time.
- 2.5.03 **PRE-CONSTRUCTION MEETING.** A meeting with the Owner, City Engineer, Project Engineer, Construction Inspector, and Contractor as to review scope of work construction schedules, equipment data, labor force, materials, subcontractor work, prior to actual start of work.
- 2.5.04 **SCHEDULE OF COMPLETION.** The Contractor shall submit to the Owner or Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part. These schedules are to be submitted at the Pre-Construction meeting, Section 2.5.03.
- 2.5.05 **CHANGES IN THE WORK.** The Owner reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Owner or Engineer and shall not be considered as a waiver of any conditions of the contract nor to invalidate any of the provisions thereof; provided, however, that the execution of a supplemental agreement acceptable to both parties of the contract will be necessary before any alteration is made which involves (1) an extension or shortening of the length of the project by more than 25% (2) an increase or decrease of more than 25% of total cost of the work calculated from the original proposal quantities and the unit contract prices, or (3) an increase or decrease of more than 25% in the quantity of any one major contract item.
- For condition (3) above, a major item is defined as any item, unless otherwise indicated on the plans or designated in the Special Provisions, the contract price for which amounts to 10% or more of the total contract price as determined by the original quantities and the unit contract prices.
- When an alteration requires the execution of a supplemental agreement, the agreement shall be fully executed before any work on the alteration is started. Alterations involving an increase of more than 25% in the net of any one minor contract item will not require a supplemental agreement.
- 2.5.06 **EXTRA WORK.** New and unforeseen items of work found to be necessary, and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in any emergency to protect life and property shall be performed by the Contractor as required by the Engineer.

- 2.5.07 **EXTENSION OF CONTRACT TIME.** A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the Cause of such delay.
- A. **Act of God shall** mean an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Hail, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.
- 2.5.08 **USE OF COMPLETED PORTIONS.** The Owner shall have the right to take possession of and use any complete or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as agreed by the Owner.
- 2.5.09 **REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES.** At the termination of this Contract, before acceptance of the work by the owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them at the expense of the Contractor.
- 2.5.10 **CLEANING UP.** The Contractor shall remove from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.
- 2.5.11 **ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION.** When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.
- 2.5.12 **TERMINATION OF CONTRACTOR'S RESPONSIBILITY.** The Contract will be considered complete when all work has been finished, the final review made up by the Owner or Engineer, and the project accepted in writing by the Owner or Engineer. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.13 Correction of Faulty Work After Final Payment.
- 2.5.13 **CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT.** The making of the final payment by the owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within the guaranty period specified in these General Conditions.

PAYMENTS TO CONTRACTOR

SECTION 2.6

- 2.6.01 **DETAILED BREAKDOWN OF CONTRACT AMOUNT.** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Owner or Engineer, it shall be used as the basis for all Requests for Payment.
- 2.6.02 **REQUESTS FOR PAYMENT.** The Contractor may submit to the Owner periodically, but not more than once each month a Request for Payment for work done and materials delivered to and stored on the site. The Contractor shall furnish the Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract, unit prices, less five percent to be retained until final completion and acceptance of the work and less previous payments. "Requests for Payment shall be accompanied by a City of Missoula Lien/Claim Waiver Form, with appropriate "Conditional" and "Unconditional" portions completed, from the Prime Contractor and from each vendor, subcontractor and sub-subcontractor. Prime Contractor shall submit an Affidavit of Bills Paid for Release of the Final Payment. For projects under \$50,000 a single Lien/Claim Waiver form may be submitted from each vendor, subcontractor and sub-subcontractor with the Request for Final Payment, accompanied by the Prime Contractor's Affidavit of Bills Paid for Release of the Final Payment."
- 2.6.03 **ENGINEER'S ACTION ON A CONTRACTOR'S REQUEST FOR PAYMENT.** All Contractor's Requests for Payment shall be referred to the Engineer for his review and, within a reasonable period, the Engineer shall:
- A. **Recommend payment** by the Owner of the Request for Payment as submitted.
 - B. **Recommend payment** by the Owner of such other amount as the Engineer shall consider is due the Contractor, informing the Owner and the Contractor in writing of his reasons for recommending the amended amount.
 - C. **Recommend to the Owner** that payment of the Request for Payment be withheld, informing the Contractor and the Owner in writing of his reasons for so recommending.
- 2.6.04 **OWNER'S ACTION ON REQUEST FOR PAYMENT.** Within thirty days after receipt of a Request for Payment from the Contractor, the Owner shall:
- A. **Pay the Request** for Payment as recommended by the Engineer.
 - B. **Pay such other amount**, in accordance with Paragraph 2.6.05 as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for payment the amended amount.
 - C. **Withhold payment** in accordance with Paragraph 2.6.05, informing the Contractor and the Engineer of his reasons for withholding payment.
- 2.6.05 **OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT.** The Owner may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:
- A. **Defective work.**
 - B. **Evidence indicating** the probably filing of claims by other parties against the Contractor which may adversely affect the Owner.
 - C. **Failure of the Contractor** to make payments due to Subcontractors, material suppliers or employees.

- 2.6.06 **INTEREST ON UNPAID REQUESTS FOR PAYMENT.** No interest will be paid on unpaid requests for payment.
- 2.6.07 **PAYMENT FOR UNCORRECTED WORK.** Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.
- 2.6.08 **PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS.** The removal of work and materials rejected in accordance with paragraph 2.3.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work and other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.
- A. **Removal by owner:** Removal of rejected work or materials and storage of materials by the Owner, in accordance with Paragraph 2.3.05, shall be paid by the Contractor within thirty days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after then days' written notice being given by the Owner of his intent to sell the materials at auction or at private sale and will pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been born by the Contractor.
- 2.6.09 **PAYMENT FOR EXTRA WORK.** Written notice of claims for payment for Extra Work shall be given to the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and materials shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:
- A. **Unit prices** or combinations of unit prices which formed the basis of the original Contract.
B. **A lump sum** based on the Contractor's estimate and accepted by the Owner.
C. **Actual cost** plus 15 percent for overhead and profit.
- Actual costs are defined as follows:
1. **Labor costs**, including time of foreman while engaged directly upon extra work.
 2. **Labor insurance** and taxes.
 3. **Materials** and supplies actually used on the work.
 4. **Equipment** used will be reimbursed at the rental rate listed for such equipment specified in the current edition of the "Rental Rate Blue Book" as published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110; Telephone (800) 669-3282. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
- 2.6.10 **PAYMENT FOR WORK SUSPENDED BY THE OWNER.** If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Paragraph 2.2.01, Suspension of Work by owner, the Contractor will then be entitled to payment for all work done.
- 2.6.11 **PAYMENT FOR WORK BY THE OWNER.** The cost of the work performed by the Owner, in removing construction equipment, tools and supplies in accordance with Paragraph 2.5.09, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01e, Owner's Right to Terminate the Agreement and Complete the Work, shall be paid by the Contractor.

- 2.6.12 **PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT.** Upon termination of the Contract by the owner in accordance with Paragraph 2.2.01, Owner's Right to Terminate Agreement and Complete the Work, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.
- 2.6.13 **PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR.** Upon suspension of the work or termination of the Contract by the Contractor in accordance with Paragraph 2.2.02f, Contractor's Right to Suspend Work or Terminate Agreement, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages.
- 2.6.14 **PAYMENT FOR SAMPLES AND TESTING OF MATERIAL.** Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the Contractor at his expense and may be used in the work, after acceptance.
- A. **Testing of samples and materials** furnished in accordance with Paragraph 2.3.02, Samples shall be arranged and paid for by the Owner.
- 2.6.15 **ACCEPTANCE AND FINAL PAYMENT.** When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Labor and Material Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Owner or Engineer to assemble and check the necessary data.
- A. **Release of Liens:** The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fees.

[DATE]

**NOTICE OF AWARD
STUMP REMOVAL
WINTER-SPRING 2015**

Re: _____

The OWNER has considered the BID you submitted for the WORK described above in response to its Advertisement for Bids.

You are hereby notified that the Missoula City Council accepted your BID on _____ 20__ for a total contract award of \$_____.

You are required by the Instructions to Bidders to execute the Contract and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you. Enclosed are three (3) copies of the contract to be signed and returned with the requested bonds and certificate of insurance.

If you fail to execute said Contract and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Owner: City of Missoula

By: _____
Donna Gaukler
Parks and Recreation Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

this _____ day of _____, 20__.

By: _____ Title: _____

LIEN/CLAIM WAIVER CONDITIONAL / UNCONDITIONAL

FROM: _____ **PROJECT:** _____

Address _____ **Location** _____

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

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

CONDITIONAL	UNCONDITIONAL RELEASE
<p>The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from (Name of Firm writing check): _____ in the sum of _____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services, equipment, materials furnished and/or claims thought (date): _____ only and does not cover any retention of items furnished after that date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF MONTANA THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>Signature: _____</p>	<p>The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payments for labor, services, equipment, materials furnished and/or claims to the above referenced job through (date): _____ only and does not cover any retention or items furnished after that date.</p> <p>NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY LAND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE THE CONDITIONAL RELEASE FORM TO THE LEFT.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF MONTANA THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>Signature: _____</p>
(Authorized /Corporate Officer/Partner/Owner)	(Authorized /Corporate Officer/Partner/Owner)
(Title)	(Title)
Dated this _____, 20__ at _____	Dated this _____, 20__ at _____
(City, State)	(City, State)

City of Missoula

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