



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
January 07, 2025
7:00 PM**

The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

Meeting Decorum Statement

1. Members of the public shall address their comments to the presiding officer and the Commission as a body and not to any individual member of the Commission or City staff.
2. Speakers shall keep their comments germane to the subject item on the agenda or, during petitions and communications, matters of significant public interest which are within the jurisdiction of the Commission.
3. Be respectful and do not engage in disorderly or boisterous conduct, including but not limited to applause, booing, or making any remarks that are, threatening, profane, abusive, personal, or slanderous that disturbs, disrupts, or otherwise impedes the orderly conduct of our meeting.
4. Signs, placards, banners, or other similar items shall not be permitted in the audience during our City Commission meeting.
5. Remain seated, unless addressing the body at the podium or entering or leaving the meeting. Private or informal conversations may occur outside of the Chambers. Obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.
6. A complete copy of Rule 10 pertaining to the public participation is available on the table in the Commission Chambers and is included with the Meeting posting on the City's Website.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

MILITARY UPDATES

1. Miscellaneous Reports and announcements from Malmstrom Air Force Base.

PETITIONS AND COMMUNICATIONS

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and either your address or whether you are a city resident for the record.)

2. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Reappointments/appointments to the Park and Recreation Board.
5. Reappointments to the Mansfield Center for the Performing Arts Advisory Board.
6. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

7. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

8. Minutes, December 17, 2024, City Commission Meeting.
9. Total Expenditures of \$3,261,418 for the period of December 5, 2024 through December 18, 2024, to include claims over \$25,000, in the amount of \$2,430,378.
10. Contracts List.
11. Approve the annual Assistance to Firefighters Grant application to the Federal Emergency Management Agency in the amount of \$199,704.25 for potential funding of Fire Department operational and safety equipment.
12. Approve the final payment for the Civic Center Partial HVAC Renovations Project in the amount of \$59,977.72 to Wadsworth Builders, and \$605.84 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member. After motion is made, Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

PUBLIC HEARINGS

OLD BUSINESS

13. Sewage Lift Station No. 1 and Supplemental Force Main Improvements -- Alternative Project Delivery Contract Award for General Contractor Construction Manager Services to Prospect Construction, Inc. Actions:
 - I. Rescind or not rescind the Commission's December 3, 2024 action awarding a General Contractor Construction Manager (GCCM) Construction Contract to Prospect Construction, Inc. for Construction Phase Services at a Guaranteed Maximum Price (GMP) of \$7,456,692.

- II. Award or not award a General Contractor Construction Manager (GCCM) Construction Contract to Prospect Construction, Inc. for Construction Phase Services at a Guaranteed Maximum Price (GMP) of \$7,793,175.39 for the Sewage Lift Station No. 1 and Supplemental Force Main Improvements Project, and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)

NEW BUSINESS

ORDINANCES / RESOLUTIONS

CITY COMMISSION

14. Miscellaneous reports and announcements from the City Commission.
15. Commission Initiatives.
16. Legislative Initiatives.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.



Commission Meeting Date: January 7, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointments/appointments to the Park and Recreation Board.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint/appoint three members to the Park and Recreation Board.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission appoint _____ and _____ to the Park and Recreation Board for three-year terms through December 31, 2027 and appoint _____ to fill the remainder of a three-year term through December 2026."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Summary and Board Recommendation:

The Park and Recreation Advisory Board has two board members with term expiration dates of December 31, 2024. Arthur Taft was appointed to the Board on February 1, 2022 and Jim Sargent was appointed to a partial term on November 21, 2023. Both are interested and eligible to serve an additional term. Board member, Kortny Maurer was reappointed for a three-year term through December 31, 2026 but recently resigned due to a job relocation. The City Commission will need to appoint someone to fill the remaining portion of her term and consider reappointing Mr. Taft and Mr. Sargent.

The city advertised for citizen interest in accordance to Resolution 10524 and received three applications. Citizens interested in serving on the Board are: Jared Alleman, DeeAnna Brady-Leader and Bryan Lockerby.

The Park and Recreation Advisory Board met on December 9, 2024 and recommended the City Commission reappoint Mr. Taft and Mr. Sargent for three-year terms through December 31, 2027 and appoint Ms. Brady-Leader to serve the remaining portion of Ms. Maurer's term through December 31, 2026.

Background:

The Park and Recreation Board consists of seven members who act in an advisory capacity to the City Commission and the City Manager on all matters related to the Park and Recreation program in the City of Great Falls. Pursuant to Ordinance 3169, members must reside within the City.

Anne Schmidt	1/1/2023 – 12/31/2025
Kevin Angland	1/1/2023 – 12/31/2025
Patrick Carroll	4/7/2020 – 12/31/2026
Erin Borland	12/6/2022 – 12/31/2026
Kortny Maurer	10/3/2023 – 12/31/2026 (Resigned in October 2024)
Arthur Taft	2/1/2022 – 12/31/2024
Jim Sargent	11/21/2023 – 12/31/2024

Alternatives:

The Commission could choose not to make appointments for some or all of positions and ask staff to advertise for additional citizen interest. Commission could also choose to interview applicants prior to appointing.

Attachments:

Applications from:
 Arthur Taft
 Jim Sargent
 Jared Alleman
 DeeAnna Brady-Leader
 Bryan Lockerby



**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM**
(PLEASE PRINT OR TYPE)

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: Park & Rec Board		Date of Application: 9-16-2023
Name: Jim Sargent		
Home Address: 2521 9th Ave South		Email address: sarge1150@msn.com
Home Phone: n/a	Work Phone:	Cell Phone: 406-450-1147
Occupation: Assistant AD Providence		Employer: University of Providence
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) Not as of right now. I'm flexible		
Related experiences or background: Live in Great Falls for 17 years, worked at radio stations. Member of the Mt State Fair Board for over 10 years.		
Educational Background: College at MSUN, Numerous training classes, certified at CPR		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Just elected to Police Gala Board, Member of Farm Bureau, past member of advisor board for Mt State Fair Was member of MOA for over 30 years. Served on various committees while with radio station.		
Previous and current public experience (elective or appointive): Work in the community helping raise money for many organizations for example, Policeman Gala, Toys for Tots, Cancer, Mt Grain Growers, Great Falls Prayer Breakfast emcee for 8 years. Stand Down Veterans emcee. Many more.		
Membership in other community organizations: Head of the officials pool on the Hi-Line for 5 years, referee of basketball, football, softball with the Mt High school Association for 30 years. We a member of the sportsmanship committee. Vice President of the Cascade County Farm Bureau.		

<p>Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when? Not officially, but have emceed the Ice Breaker For 5 years.</p>	
<p>Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?</p>	
<p>Have you ever served on a City or County board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve? Advisor board for the Mt State Fair</p>	
<p>Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? Great Falls Police Gala</p>	
<p>Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)</p>	
<p>Please describe your interest in serving on this board/commission? I have emceed the Ice Breaker for many years and believe I can be of assistance in helping to keep activities. In Great Falls, I believe I can help make the electric city a destination for outside tourist. Park and Rec is a very active part of Great Falls and I would like to be of any assistance that I could be to continue to improve and promote these activities.</p>	
<p>Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I've been on many boards; I believe in Great Falls and love bringing activities to the electric city that helps promote local business. It makes Great Falls a destination and I'm a strong believer that is a good thing. I've been a supervisor at the Liberty County Road Department, strong leader in many organization and love to get my hands dirty "jump in and get it done"</p>	
<p>Additional comments: This is a board I really have a strong interest in, if you would have any other concerns or questions I'm available Apon request.</p>	
<p>Signature Jim Sargent</p>	<p>Date: 9/17/2023</p>

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:

Mail: City Manager's Office
 P.O. Box 5021
 Great Falls, MT 59403

Hand Deliver: City Manager's Office
 Civic Center, Room 201
 2 Park Drive South

Email:
 kartis@greatfallsmt.net



**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM**
(PLEASE PRINT OR TYPE)

Agenda #4.

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: PARKS & RECREATION		Date of Application: 12-12-21
Name: ARTHUR R. TART		
Home Address: 1112 CARLOS DRIVE		Email address: Admanmte@gmail.com
Home Phone:	Work Phone:	Cell Phone: 406-750-6854
Occupation: MARKETING & ADVERTISING CONSULTANT		Employer: SELF
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
My background includes growing up and working on a Northern Montana wheat and barley farm. I planted and maintained the farms shelter belts and gardens. While getting a post secondary education in education in Minnesota I worked for a tree nursery and landscape company with a contract to plant and maintain trees for the City of St. Paul. I am a lifelong vegetable and flower gardener and maintain my own lawn and trees.		
I am a graduate of: North Toole County High School, Sunburst, Mt. Defense information school, US armed Services, Navy Journalist. Brown Institute, Minneapolis MN, Missoula Technical (now University of Montana) with a degree in Business Management and Marketing. Completed Public Relations and communication courses at Montana State University. Two years of study with the US Chamber of Commerce Institute. Numerous sales training courses. Taught Marketing 401 at College of Great Falls.		
Previous and current service activities: ING: VP Downtown Bozeman business association. Bozeman Ad Club, Chairman Kalispell Chamber Ambassadors, Co-Chair of the United Way of Flathead County. Member Kalispell Rotary Club. Board of Directors, of Great Falls Broadcasters Association, Board Member and President of Great Falls Advertising Federation. Board member and President of the Great Falls Rotary Club. Board member and President of the Bluegrass on the Bay Event. Board member of the National Association of Broadcasters Small Market Education.		
Previous: Winner of the American Advertising Association Silver Medal.		
Membership in other community organizations: Executive Director of the Miles City Area Chamber of Commerce.		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?


Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Please describe your interest in serving on this board/commission?
I wish to contribute to the community of Great Falls by helping the Parks and Recreation Department develop and execute plans for the betterment of our local parks and its use by our citizens.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I believe the related experiences, background, education, and community service in the other sections of this application answers this question.

Additional comments:

Signature 

Date: 12-12-2021

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:
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Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net



BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM
(PLEASE PRINT OR TYPE)

RECEIVED
NOV 08 2024
CITY MANAGER

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: Park and Recreation Advisory Board		Date of Application: 6 November 2024	
Name: Jared Alleman			
Home Address: 152 Skyline Dr. NE, Great Falls, MT 59404		Email address: firefighterfren@aol.com	
Home Phone:	Work Phone:	Cell Phone: 985-221-0298	
Occupation: Security Supervisor		Employer: United States Air Force	
Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)			
Due to working outside of local area one out of every three weeks.			
Related experiences or background: No related experience.			
Educational Background: Associates Degree in Criminal Justice Bachelors Degree in Security Management Pursuing Masters in Sports and Health			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: Previous: American Red Cross Disaster Action Team Member Volunteer Firefighter			
Previous and current public experience (elective or appointive): N/A			
Membership in other community organizations: N/A			

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

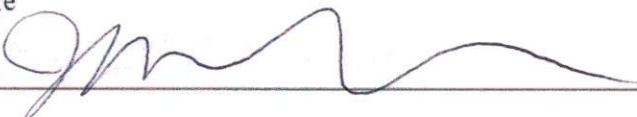
Please describe your interest in serving on this board/commission?

Looking for a way to be more involved with the local community that would also tie in with my personal interests. My family frequents the local parks and this seemed like the best related opportunity to become more involved.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

N/A

Additional comments:

Signature 

Date: 6 Nov 24

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

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**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM
(PLEASE PRINT OR TYPE)**

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: <i>Parks & Recreation Advisory Board</i>		Date of Application: <i>11/5/2024</i>
Name: <i>Dee Anna Brady - Leader</i>		
Home Address: <i>607 3rd Ave. SW</i>		Email address: <i>deea.leader@gmail.com</i>
Home Phone: <i>406-360-1936</i>	Work Phone:	Cell Phone: <i>406-360-1936</i>
Occupation: <i>Education Consultant</i>	Employer: <i>contractor / ITGS + Schools</i>	
Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain) <i>Yes PE / Teacher Carroll College & Athletic Director + School adm.</i>		
Related experiences or background: <i>As school administrator Ath. Director & Supervisor Fields</i>		
Educational Background: <i>PhD (ABD) Administration</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>Northwest region U.S. + Canada: Instructor of nature games. Recent teaching: Denver Indian Health Clinic + Stanford Un. N.A. Studies</i>		
Previous and current public experience (elective or appointive): <i>Grant writer for summer programs for youth.</i>		
Membership in other community organizations: <i>School Board member 5 years East Glacier</i>		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Are you a Qualified Elector? Yes No
 (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
I believe in play for all ages. Dad was hockey player for Ft Falls. Both brothers are coaches (Branch Brady + Ken Brady)

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I've lived + worked in Great Falls four times and coached at Ft Falls High in the past.

Additional comments:
I care about open spaces + parks + believe we can involve all ages in healthy playful activities -- especially families.

Signature: *PA Leader* Date: *11/5/2024*

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

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**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM**
(PLEASE PRINT OR TYPE)

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For:		Date of Application:
Park & Recreation Advisory Board		10/30/24
Name:		
Bryan Lockerby		
Home Address:		Email address:
12 Treasure State Drive, Great Falls, MT 59404		bryanlockerby@hotmail.com
Home Phone:	Work Phone:	Cell Phone:
(406) 899-8782	(406) 444-2967	(406) 899-8782
Occupation:	Employer:	
Law enforcement	MT Dept of Justice	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: 31 years as City of Great Falls employee (retired, police), experience in strategic planning, executive planning process, government and community interaction, and currently manage \$24 million biannual budget.		
Educational Background: AA Criminal Justice, BS Sociology, graduate US Naval Postgraduate School Executive Leadership Program, FBI National Academy graduate		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: 31 years as City of Great Falls employee (retired, police), former high school tennis coach, soccer coach, and founded local volleyball club. Currently active board member with Great Falls Tennis Association. Previously active for 40 years with ice hockey and skating program		
Previous and current public experience (elective or appointive): Cabinet appointed by two Attorney Generals for the past 12 years at the MT Dept of Justice, running the Division of Criminal Investigation.		
Membership in other community organizations: Governor appointed to Montana Board of Crime Control (MBOCC), Vice Chair Great Falls Tennis Association; previously served on Big Brothers & Big Sisters.		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when? Sept 1982 - Jan 2013, Great Falls Police Department

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Note: Serving on State boards but not City or County.

Are you a Qualified Elector? Yes No
 (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
 Personal interest in giving back to the community and also ensuring a voice for the tennis community in the area.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
 Over 40 years of executive management experience from both the local and state level which will provide guidance and recommendations for the bettermen of our city program.

Additional comments:

Signature  Bryan E. Lockerby	Date: 10/30/24
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If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

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Commission Meeting Date: January 7, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Reappointments to the Mansfield Center for the Performing Arts Advisory Board

From: City Manager’s Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint two members to the Mansfield Center for the Performing Arts Advisory Board for three-year terms through December 31, 2027.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint)Randall Knowles and Carl Donovan to the Mansfield Center for the Performing Arts Advisory Board for three-year terms through December 31, 2027.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Summary: Carl Donovan was appointed to the Board on June 7, 2022 and Randall Knowles was appointed on April 18, 2024. With terms expiring on December 31, 2024, both are interested and eligible to serve an additional term. Their applications are included with this report for consideration. The City advertised for other citizen interest but did not receive any additional applications.

Board Recommendation: During their meeting on December 20, 2024 the Mansfield Board recommended reappointment of both Mr. Donovan and Mr. Knowles.

Background: The Civic Center Advisory Board was created in 1997 and was amended by Ord. 2928 in February of 2006 to change the name to the Mansfield Center for the Performing Arts Advisory Board. The Board acts in an advisory capacity to the City Commission and the City Manager on matters related to the successful operation of the Civic Center as the Mansfield Center for the Performing Arts and public meeting rooms.

The Board consists of five to seven members with an attempt to have representation from the areas of performing arts, conventions and meetings, and civic leaders.

Members of the Board are:

Grant Harville	12/19/2017 – 12/31/2025
Amanda Brumwell	11/7/2023 – 12/31/2025
Benjamin Nelson	12/6/2022 – 12/31/2025
Emily Lund (Langston)	4/18/2023 – 12/31/2026
Gina Winters	5/7/2024 – 12/31/2026
Carl Donovan	6/7/2022 – 12/31/2024
Randall Knowles	4/18/2023 – 12/31/2024

Alternatives: The Commission could choose to not appoint an applicant or reappoint member and direct staff to continue advertising.

Attachments:

Original applications



**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM
(PLEASE PRINT OR TYPE)**

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: MANsfield Advisory Board		Date of Application: 10-10-2022
Name: RANDALL Knowles		
Home Address: 3017 9th Ave So		Email address: KnowlesMONTANA@JUNO.COM
Home Phone: 406-799-1547	Work Phone: 406-799-1547	Cell Phone: 4067991547
Occupation: Financial Planner	Employer: Self	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: MANAGE A Foundation - Raised \$ for 6TF Shooting Sports Complex - Volunteer Usher		
Educational Background: Economics - Insurance - Investments		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Safari club INTL - Missouri River Shooters - Central Christian Church		
Previous and current public experience (elective or appointive): NONE		
Membership in other community organizations: 6TF SENIO^re CARE - And Those Above.		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board? *NA*

Please describe your interest in serving on this board/commission? *Mansfield Needs New seating IF the Mansfield is going to be an Economic Asset to Great Falls.*

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? *Fund raising & community Activist*

Additional comments:
The ARTS ~~is~~ requires A variety of Venue sizes & the Mansfield fills a particular niche that makes GTF a Full Service Community.

Signature *Randall Knowles*

Date: *10-12-2022*

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:
City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax: (406) 727-0005

Email: kartis@greatfallsmt.net

*↳ does NOT work
10-12-2022*



BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM
(PLEASE PRINT OR TYPE)

Agenda #5.

RECEIVED
MAR 28 2022
CITY MANAGER

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: <i>Mansfield Advisory Bld</i>		Date of Application: <i>3/24/2022</i>
Name: <i>Carl J. Donovan</i>		
Home Address: <i>1509 13th AVE S</i>		Email address: <i>cjdd72@charter.net</i>
Home Phone:	Work Phone:	Cell Phone: <i>(406) 750-2195</i>
Occupation: <i>RETIRED</i>		Employer:
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>Been involved in music, theatre, dance, been a usher</i>		
Educational Background:		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>CF Transit Bld - chair BREC Helping HANDS food pantry</i>		
Previous and current public experience (elective or appointive): <i>Been on Advisory Bld twice before - Term limited out both times CF Transit - elect MC #6</i>		
Membership in other community organizations:		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

PT at Rec Center, march at Civic Center

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Mansi Board Advisor

Are you currently serving on a Board? Yes No If yes, which board?

Please describe your interest in serving on this board/commission?

*Think we need to bring more family things -
young crowds also would like to see the Community Center spaced up
its old & outdated but a great space*

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

*Been involved with production at Civic Center
Think the theater is a real jewel*

Additional comments:

Signature *Carl J. Donovan*

Date: *3/24/2020*

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

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JOURNAL OF COMMISSION PROCEEDINGS
December 17, 2024

Regular City Commission Meeting

Mayor Reeves presiding
 Commission Chambers, Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, Susan Wilson, and Susan Wolff. Also present were City Manager Greg Doyon, Public Works Director Chris Gaub, Finance Director Melissa Kinzler, ARPA Project Manager Sylvia Tarman, City Attorney David Dennis, Fire Chief Jeremy Jones, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

AGENDA APPROVAL: There were no proposed changes to the agenda by the City Manager or City Commission. The City Manager did note an updated suggested motion for agenda item #14. The Agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

COMMUNITY INITIATIVES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM SHERIFF JESSE SLAUGHTER.

Cascade County Sheriff Jesse Slaughter expressed appreciation to City partners for safety equipment, drones, investigative help and man-hour assistance in a tragic and complex investigation of a missing Conrad woman. He is grateful for how well the City and County work together.

He reported that the Cascade County Sheriff's Office (CCSO) is working on more interoperability capabilities, and have invested in dual band radios to have a full radio system integration with City partners.

The CCSO moved to the same 10/40 work schedule as the Great Falls Police Department. The schedule works better for staffing and training. The CCSO is also integrating policies and procedures as much as it can to match the GFPD, so that both organizations are following the same rules.

Sheriff Slaughter reported that, due to the pre-trial program, he is starting to see some positive relief in the overall numbers at the jail. He and County Attorney Josh Racki are looking at the budget to determine if they can open up the pre-trial program to people that are on probation, and are also considering what pre-trial options they can open up for the Municipal Court Judges. He is also renegotiating some contracts that may open up more beds at the jail.

Commissioner Tryon congratulated Sheriff Slaughter and Chief Newton for the successful conclusion of Operation Tacoma Sunrise that dismantled a large fentanyl trafficking ring. He inquired if there was progress made to address concerns between the Municipal Courts and the jail that Sheriff Slaughter reported on at the November 6th Commission meeting.

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Sheriff Slaughter responded that he will be meeting with the judges to iron out some things and work on solutions after the holidays.

Commissioner Wilson thanked Sheriff Slaughter for attending her Neighborhood Council meeting. She was informed that Sheriff Slaughter attended all of the Neighborhood Councils and will do so again in 2025.

PETITIONS AND COMMUNICATIONS

2. **Anne Bulger**, Library Board Trustee, took exception and responded to several comments Commissioner Tryon made at the November 19th Commission meeting pertaining to an e-mail campaign and sticker. She suggested Commissioner Tryon control his own narrative and requested that he stop making accusations and insinuations about others that are not based in fact.

Shannon Newth, Content Director and Film Liaison for Great Falls Montana Tourism, commented that this fall a production called Pellett was filmed in Shelby and Great Falls that is based on a true story of a gentleman's grandfather who was murdered in the 1950's. This production generated overnight stays, stimulated the economy, and provided jobs for some crewmembers. Great Falls Montana Tourism supported their efforts by meeting with producers ahead of time, location scouting and coordinating resources. On behalf of Great Falls Montana Tourism, she extended sincere gratitude to the community members and partners that stepped in to make Pellett happen, especially among some major last minute changes. The Pellett movie is expected to come out in 2025.

Ron Paulick, City resident, thanked the members of the Commission for giving another year of their lives in service of Great Falls to make it a better place for all residents to live. He knows trying to satisfy 60,000 people in Great Falls is not an easy task. He wished the Commission a happy holiday.

John Hubbard, City resident, spoke in opposition to increasing taxes, the Coronavirus being genetically engineered on purpose, and vaccines being poisonous. He referred to President Biden as a treasonist and wants him in jail.

NEIGHBORHOOD COUNCILS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

4. **RECOGNITION OF NEIGHBORHOOD COUNCIL #5 CHAIR ERIC RAY.**

Mayor Reeves recognized Chairman Eric Ray for his unwavering commitment, exceptional leadership, and heartfelt service to the citizens of Neighborhood Council District #5, reviewed his many accomplishments since 2012, and presented him with a plaque.

Mr. Ray discussed his successful recruitment efforts of new council members and assured the Commission and City staff that what has been experienced the past 12 years will be a continuum in which they will follow the formats that have built Neighborhood Council #5, complete with speakers

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and candidate forums.

Commissioners Wolff, Tryon, Wilson and McKenney also thanked Mr. Ray for his outstanding public service to the community.

BOARDS AND COMMISSIONS

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

6. City Manager Greg Doyon wished everyone a Merry Christmas and Happy New Year.

CONSENT AGENDA.

7. Minutes, December 3, 2024, City Commission Meeting.
8. Total Expenditures of \$2,863,748 for the period of November 21, 2024 through December 4, 2024, to include claims over \$25,000, in the amount of \$2,115,631.
9. Contracts List.
10. Approve Amendment No. 1 to the Professional Services Agreement in the amount of \$88,800.00 to Roadway Asset Services, LLC. for the Road Overall Condition Index project. **OF 1819.0**
11. Approve the Final Payment for the Public Works Backup Generator project, in the amount of \$8,808.57 to United Electric and \$88.98 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1733.9**

Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission approve the Consent Agenda as presented.

Mayor Reeves asked if there were any comments from the public. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner McKenney received clarification that the Nutcracker settlement referred to on page 21 of agenda item 8, was the settlement amount issued to the event organizer after deducting expenses from revenue collected by Civic Center Events, per the terms of the contract.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

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NEW BUSINESS

12. CHANGE ORDER #1: CIVIC CENTER INFRASTRUCTURE RENOVATIONS OF 1750.2

ARPA Project Manager Sylvia Tarman reported that the Civic Center Infrastructure Renovations project includes upgrades to the Transformer and Boilers, as well as other electrical upgrades in the building. The Transformer/Boiler upgrades were identified as a Tier 1 ARPA project, along with the HVAC upgrades, in April of 2022. The Boiler Project was originally combined with the HVAC upgrades for a project allocation of \$623,000, while the Boiler project was originally allocated \$125,000. Once the design and investigations were completed, staff combined the Transformer and the Boiler into one project, and the HVAC upgrades into its own project. Bids for both projects came in at approximately \$1.4 million dollars.

The Transformer/Boiler project includes replacing the boilers, moving the transformer outside of the building, and upgrades the electrical service to support these improvements. Most of the involved systems are original to construction of the building, well past their service life, or are out of compliance with modern building codes. The City awarded the design contract to Cushing Terrell in November 2022, and awarded a construction contract to AT Klemens in April of 2023 for a total of \$1,407,300. Work began on the boilers in April of 2024. Work has progressed steadily, and most of the major components have been installed. To make space for an air-handling unit in the boiler room, a few steam and copper lines needed to be re-routed. Also, extra labor was needed to remove the concrete pads under the boiler, as they were deeper than expected. These are minor changes to the scope of the project and account for less than 0.005% of the overall project cost. The vast majority of the installation has been completed, and more minor connections and electrical work is all that is left. The biggest piece remaining is doing the electrical cut over when the new transformer is ready to be switched over. This will require a power outage of approximately three days, and is likely to happen in January of 2025.

Staff discussed the need to handle any possible change orders now. Barring any major issues with the cutover, staff is relatively assured that this should be the only change order for this project. City Staff and Cushing Terrell have reviewed the changes, and are confident that this Change Order is necessary and valid; and recommend that the Commission approve the Change Order in the amount of \$5,817.40, bringing the overall contract total to \$1,413,117.43.

Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve a Change Order in the amount of \$5,817.40 for AT Klemens for the Civic Center Infrastructure Renovations project utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the Change Order documents.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

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13. FURNITURE ORDER FOR POLICE DEPARTMENT EVIDENCE BUILDING PROJECT. OF 1684.3

ARPA Project Manager Sylvia Tarman reported that the GFPD Evidence Building Expansion project was identified as a Tier 1 ARPA project in April of 2022. The project went out for bid at the end of 2023, and a construction contract was awarded in February of 2024. Construction began in August, and is currently on a winter shutdown. Staff has been working with Western Office Equipment to provide the select few pieces of furniture needed for the project, and has provided an estimate for the order. This estimate also includes a price for receiving, storing, and installing the furniture. This furniture order includes filing drawers for the office area, work stools for the evidence processing areas, and a conference table and chairs for the upstairs meeting space. The Evidence Department staff is re-using the bulk of their existing furniture, and the majority of the evidence storage shelving is included under the construction contract; therefore, this purchase is for the limited amount of furniture GFPD does not have for the new spaces.

The project team has reviewed the proposal and are confident that it will satisfy the needs of the project. Staff recommends that the Commission approve the furniture order from Western Office Equipment, purchased through the State TIPS/Omnia contract, in the amount of \$8,590.36.

Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission approve the furniture order for the Police Department Evidence Building in the amount of \$8,590.36, purchased under the State TIPS/Omnia contract.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

14. ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND AUDIT REPORT, FISCAL YEAR 2024.

Finance Director Melissa Kinzler reported that the City's Audit Committee met on December 5, 2024, and approved the FY 2024 Great Falls Annual Comprehensive Financial Report. There were no current year audit findings and no prior year audit findings in the report. The ACFR document is a 200+ page bounded document available in the Finance Department and is on the City's website.

This is the final year of a three-year audit contract with Pinion, LLC, formerly known as Anderson ZurMuehlen & Co., P.C. Pinion will no longer be performing audit services for the City of Great Falls or others. The City issued a Request for Proposals (RFP) for audit services for Fiscal Year 2025 and beyond.

Director Kinzler thanked Deputy Finance Director Kirsten Wavra, Finance staff, and City Departments for their help in compiling the information and putting together the ACFR.

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Sarah Stanger of Pinion reported that the audit engagement has two parts: audit of the City's financial statements and major federal award programs and a separate agreed upon procedures engagement over the City's building code program as required by the State. Ms. Stanger reported that the ACFR is necessary to obtain the Government Finance Officers Association's (GFOA) Certificate of Achievement, and she noted that the City has been awarded the Certificate of Achievement for Excellence in Financial Reporting every year since 1994.

She discussed the four sections of the ACFR: Introductory, Financial, Statistical, and Single Audit.

Ms. Stanger concluded that Pinion issued a clean audit opinion, and there were no findings, comments or recommendations made. The federal programs that were tested were ARPA and the Assistance to Firefighter grant.

Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission accept the Fiscal Year 2024 Annual Comprehensive Financial Report and Independent Auditor's Report and authorize staff to submit the related reports to other government agencies and financial institutions as necessary.

Mayor Reeves asked if there were any comments from the public. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner Wolff thanked City Departments for their fiscal prudence.

Commissioner McKenney quoted a comment from the auditor to the audit committee, "Working with your finance department is refreshing. They are professional and everything is in order." He expressed appreciation to Finance staff.

Commissioner Tryon hopes the next audit firm will put in the diligence that he has witnessed with Pinion auditors.

City Manager Greg Doyon thanked Director Kinzler and her staff. He also thanked the audit committee that consists of citizen members to help review the City's financial statements and meet with the auditors and staff to gain a better understanding of how the City accounts for taxpayer funds. He clarified that Pinion is no longer auditing governmental entities, in large part because of the Government Accounting Standard Board's standards for conducting audits. The financial requirements have become very onerous for firms to take on governmental auditing. He is expecting proposals to the RFP to be from national firms at double the cost. That is the reality of the regulatory environment that local government actually works in. The cost and the requirements that are being placed on local government is really discouraging local firms from being a part of that process in an affordable way.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

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15. CONSTRUCTION CONTRACT FOR CIVIC CENTER ELEVATOR MODERNIZATION PROJECT. OF 1832.0

ARPA Project Manager Sylvia Tarman reported that the Montana State Legislature enacted the State-Local Infrastructure Partnership Act of 2023 (“SLIPA”) through House Bill 355. This act authorized a \$20 million allocation to the Montana Department of Commerce (Commerce) to be distributed to local governments via formula. The City of Great Falls has been allocated \$755,461. The Civic Center Elevator Modernization Project was approved by the Commission as part of the list of other SLIPA projects on March 5, 2024. Contracts for the individual projects were approved at the September 3, 2024 Commission meeting.

The modernization of the Civic Center Elevator has been a priority project for a number of years, and was originally identified to be completed with ARPA funds. However, other project budgets came in higher than expected, so the elevator project was delayed. The City of Great Falls applied for and received \$90,000 from the State SLIPA funds. The City also requested and was granted a \$30,000 allocation of funding from the Downtown Tax Increment Fund (“TIF”). These infusions were meant to cover the entirety of the project.

Since approval of the project, the City contracted with Cushing Terrell in the amount of \$18,000 to provide the design, bid package, and construction support for this project. The project went out for bid in early November, and the bids were opened on December 4, 2024. The bid was broken up into two packages. The main package included the modernization of the elevator itself, including replacing the power unit, replacing hoistway and traveler cabling, and replacing the elevator controls package. An Additional Alternative (Ad Alt) was also included for replacing the door operators and gate switch.

The secondary package was for completing the necessary electrical work, including replacing the pit lights and outlets, relocating light switches and conduit, and installing fire alarms and programming. The intent was to get bids from elevator companies on the main package and Ad Alt, and get bids from electricians on the secondary package. This approach was taken because elevator companies typically will not subcontract to other companies, and it would be less expensive to contract directly with an electrician.

Unfortunately, the City only received one bid on the main package, and no bids on the secondary package. Fortunately, the bid received came in at a reasonable price. Montana Elevator and Escalator Company provided a bid price of \$104,994.75 for the Base bid, and \$18,168.00 for the Ad Alt. Both Montana Elevator and Cushing have strongly advised completing the Ad Alt at the same time as the base work. The existing door controllers are dated and operating on old technology. If those components are not update with the new control system, there is no guarantee they will talk well with the new technology or may fail in short order. Because the controls renovation directly impacts the operation of the doors, and because the door operator is one of the most heavily used mechanical items in the elevator assembly, Cushing Terrell strongly recommends replacement of the door operators at the same time as the controls and pump unit.

Staff reached out to Liberty Electric Inc. for a quote because they have done extensive work within the Civic Center and are familiar with the systems in their current state. Liberty provided an adequate and fair quote for the required work, which came in at \$20,134. Staff is confident that Liberty understands the requirements of the project and can deliver within the project timeframe.

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This project is being awarded with SLIPA funds in the amount of \$90,000. The 25% matching funds are being provided by the Downtown TIF in the amount of \$30,000. Cushing Terrell was contracted to provide the design, bid package, and construction support for this project in the amount of \$18,000. Staff recommends moving forward with the base bid, Ad Alt, and electrical package. This brings the overall project total to \$161,296.75. City staff requested an unallocated contingency of approximately \$60,000 from the TIF at the time of application. Staff is proposing to use this unallocated contingency to cover the overage on this project, in the amount of \$41,296.75. As a result, this project will be funded solely with SLIPA and TIF funds; no City funding will be required to support this project.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission award a contract in the amount of \$123,162.75 to Montana Elevator and Escalator Company for the Civic Center Elevator Modernization project utilizing SLIPA and TIF funds, and authorize the City Manager to execute the construction contract documents.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission award a contract in the amount of \$20,134 to Liberty Electric Inc. for the Civic Center Elevator Modernization project utilizing SLIPA and TIF funds, and authorize the City Manager to execute the construction contract documents.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

16. FINAL ARPA ALLOCATIONS.

I. CHANGE ORDER #1 FOR THE POLICE DEPARTMENT EVIDENCE BUILDING PROJECT. OF 1529.6

II. CHANGE ORDER #2 FOR THE CIVIC CENTER COURT RELOCATION PROJECT. OF 1750.3

ARPA Project Manager Sylvia Tarman reported that, per the US Treasury Department guidelines, all ARPA funds must be allocated by December 31, 2024 and construction must be complete by December 31, 2026. It is in the City's best interest to allocate the remaining ARPA funds as construction contingency, as any change orders or other additional obligations will not be allowed using ARPA funds after the 2024 deadline and any un-allocated funds must be returned to the

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Treasury Department. Therefore, City staff is recommending allocating the final remaining ARPA funds as construction contingency funds to the two largest ongoing projects, the City Court Relocation and the Police Department (PD) Evidence Building.

The PD Evidence Building and the Civic Center Court Relocation projects were identified as Tier 1 ARPA projects in April 2022. These projects have been through design, bid, award, and various stages of construction since winter of 2023. Both project budgets were adjusted once the design and bid stages were complete. The PD Evidence Building project was originally budgeted at \$1.5 million, but was updated to \$4.5 million. The Court Relocation project was originally budgeted at \$1.3 million, but was updated to \$3.5 million. Both projects were awarded to Wadsworth Builders for construction in early 2024.

After accounting for all known expenses, the remaining ARPA funds comes to \$198,040.91. Staff is recommending approval of Change Order #1 in the amount of \$75,000 for contingency funds for the PD Evidence Building project, bringing the contract total for Wadsworth to \$3,619,750.00. This project is already partly underway and has some existing contingency in it, but this additional infusion will help support the remainder of construction when it resumes in March of 2025.

Staff is also recommending approval of Change Order #2 in the amount of \$123,040.91 for contingency funds for the Court Relocation project, bringing the contract total for Wadsworth to \$2,521,215.91. A few more items, including metal detectors, have not been ordered yet for the main part of the project.

Staff has also been working with Wadsworth to come up with plans and an estimate to convert the existing courtroom space in the basement into a meeting room to replace the lost meeting space from the Missouri Room, which will be part of this project. While a few details are still being finalized, the current estimate for that work is approximately \$86,000.

Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission approve Change Order #1 in the amount of \$75,000 with Wadsworth Builders for the Police Department Evidence Building project utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Commissioner Tryon received confirmation that these actions wrap up all remaining ARPA funds. He commented that the City was able to do a lot of great projects with the approximately \$19.5 million dollars of this one-time ARPA funding.

ARPA Project Manager Tarman responded that two projects really illustrate Commissioner Tryon's point. For over 20 years, the GFPD Evidence Building has been asked for and hoped for. That project broke ground and will become a reality. The other project is the Transformer/Boiler project that consists of infrastructure no one really sees. The boiler and the transformer that are in the basement are original construction – 1938. That equipment is very far out of code and almost nobody works on them anymore. Getting to a more modern and efficient system will help the building in serving the public better.

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Commissioner Tryon added that the Municipal Court Relocation project is also huge, in that we will now have a modern Municipal Court that this city can be proud of.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve Change Order #2 in the amount of \$123,040.91 with Wadsworth Builders for the Civic Center Court Relocation project utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.

Mayor Reeves asked if there were any comments from the public or further discussion amongst the Commissioners.

Commissioner Wolff thanked Manager Doyon, ARPA Project Manager Tarman and Grant Administrator Tom Hazen for the great management of the ARPA funds and resulting projects for the community.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

ORDINANCES / RESOLUTIONS

CITY COMMISSION

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Tryon wished everyone a Merry Christmas and Happy Holidays.

18. COMMISSION INITIATIVES.

None.

19. LEGISLATIVE INITIATIVES.

None.

JOURNAL OF COMMISSION PROCEEDINGS
December 17, 2024

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of December 17, 2024, at 8:10 p.m.**

Motion carried 5-0.

Mayor Reeves

City Clerk Lisa Kunz

Minutes Approved: January 7, 2025

DRAFT



Commission Meeting Date: January 7th, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

ITEM: \$25,000 Report
 Invoices and Claims in Excess
 of \$25,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<https://greatfallsmt.net/finance/checkregister>

**TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN
 ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$25,000:**

ACCOUNTS PAYABLE CHECKS	12/05/2024 - 12/18/2024	2,412,680.68
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	12/05/2024 - 12/18/2024	837,640.07
	SUB TOTAL: \$	<u>3,250,320.75</u>
MUNICIPAL COURT CHECKS	12/05/2024 - 12/18/2024	11,097.30
	GRAND TOTAL: \$	<u>3,261,418.05</u>

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY INC	CIVIC CENTER COURT RELOCATION PMT 8	318,048.36
WADSWORTH BUILDERS COMPANY INC	PD EVIDENCE BUILDING EXPANSION PMT 9	76,031.08

GAS TAX

UNITED MATERIALS OF GREAT FALLS	E FIESTA STREET RECON	72,259.87
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FEDERAL BLOCK GRANTS

UNITED MATERIALS OF GREAT FALLS	CDBG SIDEWALK CARTER PARK PMT 3	132,006.84
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DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

WATER

DN TANKS LLC	33RD ST H2O STORAGE TANK REHAB / PMT 4	385,058.57
AE2S INC	MIT FACIL & TRV SCREEN REPLACE / PMT 37 (SPLIT AMONG FUNDS)	15,044.29

AE2S INC	MIT FACIL & TRV SCREEN REPLACE / PMT 38 (SPLIT AMONG FUNDS)	14,824.67
SEWER		
VEOLIA WATER NORTH AMERICA	HAZARDOUS WASTE COLLECTION (SPLIT AMONG FUNDS)	19,120.02
INSITUFORM TECHNOLOGIES LLC	SEWER TRENCHLESS REHAB PH 26 / PMT 1	391,590.44
INSITUFORM TECHNOLOGIES LLC	SEWER TRENCHLESS REHAB PH 26 / PMT 2	145,254.11
AE2S INC	MIT FACIL & TRV SCREEN REPLACE/ PMT 37 (SPLIT AMONG FUNDS)	15,044.29
AE2S INC	MIT FACIL & TRV SCREEN REPLACE / PMT 38 (SPLIT AMONG FUNDS)	14,824.67
STORM DRAIN		
VEOLIA WATER NORTH AMERICA	HAZARDOUS WASTE COLLECTION (SPLIT AMONG FUNDS)	19,120.02
CASCADE COUNTY TREASURER	TAXES 2024 WFG FLOOD DIST STORM	28,293.05
CIVIC CENTER EVENTS		
INNOVATION ARTS & ENTERTAINMENT	RUDOLPH SETTLEMENT	26,592.35
TRUST AND AGENCY FUNDS		
<hr/>		
PAYROLL CLEARING		
STATE TREASURER	MONTANA TAXES	44,246.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	58,230.99
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	75,647.09
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	159,268.15
US BANK	FEDERAL TAXES, FICA & MEDICARE	312,232.66
UTILITY BILLS		
<hr/>		
GUZMAN ENERGY LLC	ELECTRIC SUPPLY NOVEMBER 2024	107,640.00
CLAIMS OVER \$25,000 TOTAL:		\$ <u>2,430,377.52</u>

**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: January 7, 2025

ITEM: CONTRACTS LIST
Itemized listing of administratively approved contracts.
(Listed contracts are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk
ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Finance	Montana Department of Commerce	12/16/2025-04/30/2026	\$30,000 [grant award]	Ratification of Montana Community Reinvestment Program Contract #MT-MCR-PL-25-14 to assist the Planning and Community Development Department with professional services for the Growth Policy Update.
B	Public Works – Engineering	Damon Carroll	Perpetual	N/A	Water Main Utility Easement and Sewer Main Utility Easement across Lot 1, Autumn Run Addition [Copper View Condos] OF 1207.1



Commission Meeting Date: January 7, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Application for Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for Operational and Safety Equipment.

From: Jeremy M. Jones, Fire Chief, Great Falls Fire Rescue

Initiated By: Jeremy M. Jones, Fire Chief, Great Falls Fire Rescue

Presented By: Jeremy M. Jones, Fire Chief, Great Falls Fire Rescue

Action Requested: Approval for the submission of an application to FEMA through the AFG Program to procure new operational and safety equipment for GFFR.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the annual Assistance to Firefighters Grant application to the Federal Emergency Management Agency in the amount of \$199,704.25 for potential funding of operational and safety equipment for Great Falls Fire Rescue.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve the grant application submission to FEMA to address operational and safety equipment needs.

Summary: The Great Falls Fire Rescue is requesting Commission approval to apply for FEMA’s AFG Program to acquire essential safety and operational equipment. The application outlines a total funding request of \$199,704.25, with a federal share of \$181,549.32 (90%) and a City match of \$18,154.93 (10%). This grant will address the critical need for updated equipment to improve firefighter safety and operational readiness.

If awarded, the city would receive notification in September/October 2025 and would be spent during the City’s 2026 fiscal year budget. The City Commission will have the opportunity to accept or reject the grant.

Background: GFFR has identified key equipment needs to meet National Fire Protection Association (NFPA) standards.

The requested funding will support:

- Acquisition of six new operational equipment items valued at \$146,989.25.
- Procurement of personal protective equipment (PPE) costing \$52,715.00.

This grant is vital as GFFR's current budget constraints do not support large-scale equipment upgrades without external assistance. Approval of this application allows GFFR to pursue critical funding that addresses operational and safety equipment gaps, ensuring continued compliance with industry standards and improved service delivery to the community. Failure to secure this grant may hinder the department's ability to maintain optimal response capabilities and firefighter safety.

Fiscal Impact: The cost of the requested operational and safety equipment is \$199,704.25. The Assistance to Firefighters Grant shall pay 90% of the cost or \$181,549.32 and per the grant agreement; the City shall pay a 10% match of the total cost or \$18,154.93. This match will come from GFFR's safety and equipment line item budget.

Significant Impacts:

Safety Enhancements: Acquisition of new equipment will improve firefighter safety and response capabilities. Operational Readiness: Updated tools and PPE ensure compliance with NFPA standards and enhance performance during emergency incidents.

Alternatives: Reject the application and explore alternative funding mechanisms, though options are limited given financial constraints.

Concurrences: Fiscal Services and City Manager's Office

Attachments/Exhibits: The Assistance to Firefighter Grant application No. EMW-2024-FG-05219



You have successfully submitted your application.



System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CITY OF GREAT FALLS

Information current from SAM.gov as of:	11/04/2024
UEI-EFT:	MD9MA1227F25
DUNS (includes DUNS+4):	060267093
Employer Identification Number (EIN):	816001269
Organization legal name:	CITY OF GREAT FALLS
Organization (doing business as) name:	
Mailing address:	PO BOX 5021 GREAT FALLS, MT 59403-5021
Physical address:	2 PARK DR S GREAT FALLS, MT 59401-4006
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 02/18/2024

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name **Great Falls Fire Rescue**

Main address of location impacted by this grant

Main address 1 **105 9th St S**

Main address 2

City **Great Falls**

State/territory **MT**

Zip code **59401**

Zip extension **4006**

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? **Cascade**

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award. Please provide the following additional information about the applicant.

Applicant type: **Fire Department/Fire District**

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **No**

What kind of organization do you represent? **All Paid/Career**

How many active firefighters does your department have who perform firefighting duties? **64**

How many of your active firefighters are trained to the level of Firefighter I or equivalent? **64**

How many of your active firefighters are trained to the level of Firefighter II or equivalent? **64**

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

Meets NFPA or 1582 standard

Meets NTSB or DOT standard

Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **64**

Does your department have a Community Paramedic program? **No**

How many stations are operated by your department? **4**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

Great Falls Fire Rescue is responsible for protecting a wide variety of critical infrastructure in our community and assists with neighboring communities through mutual aid. These critical assets include: Calumet Montana Refinery, an operating refinery site that produces 30,000 barrels a day of petroleum products, occupies over 56 acres employs over 225 employees. Montana Renewables, LLC is a renewable fuel business processing up to 15,000 barrels per stream day of renewable feedstocks into sustainable alternatives that replace fossil fuel products. Burlington Northern Santa Fe (BNSF) Railway is the primary operator of railroads in North Central Montana and has a major rail yard and rail shop in Great Falls. Incoming manufactured products and lumber move daily by rail. Great Falls plays host to 3

hydroelectric dams and multiple wind generation facilities that provide power for all critical infrastructure. Montana Specialty Mills is a crush plant and refinery focused on processing oilseeds, loading product into railcars, bulk truck, totes and drums. General Mills Operations specializes in grain processing and operates multiple grain elevators. Pasta Montana operates a part of the Other Food Manufacturing Industry out of a 30,000 square foot storage warehouse. Montana Egg is a 58,000 square foot egg grading facility that processes more than 280 million eggs annually. The City of Great Falls operates a water treatment plant with an onsite water testing lab. There are seven storage facilities in the distribution system with a capacity of over 12 million gallons. Great Falls International Airport, a commercial service airport serving Great Falls and the surrounding community, which includes the airfield, terminal, general aviation, commercial and noncommercial activities, airport and airline maintenance and support facilities. FedEx occupies a 78,000 square foot facility at the airport serving the entire state. There are two fixed base operators who provide fuel and aircraft maintenance and repair. ADF International is a steel manufacturing company providing construction services such as erection of structural steel and occupying an 80,000 square foot shop. Malmstrom Air Force Base and the Montana Air National Guard are military installations that flank the City, connecting to City boundaries on the East and West ends of Great Falls. These military bases employ thousands of people and house the 819th Red HORSE Squadron and 341st Missile Wing. Nuclear material and weapons are maintained on base and frequently moved through our community as part of their mission. Benefis Health System provides critical care, is the home base for Mercy Flight Air Ambulance and is the Level II Trauma Center, serving

about 230,000 residents in a 14-county region. Great Falls hospital is another hospital in the city that maintains 36 inpatient beds and 10 intensive care beds.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **02001**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **25**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2025**

Fiscal Year	Operating budget
2025	\$10,645,396.00
2024	\$10,213,434.00
2023	\$9,931,870.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **82**

Does your department have any rainy day reserves, emergency funds, or capital outlay?

No

What percentage of the declared operating budget is derived from the following	2025	2024	2023
Taxes	100	100	100
Bond issues	0	0	0
EMS billing	0	0	0
Grants	0	0	0
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0	0	0
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

GFFR is funded through the city's General Fund where all property taxes reside. FY25, GFFR's budget was \$11,575,536. 92% or \$10,645,396 is dedicated to Fire Operations. The remaining 8% is divided between Fire Prevention (6%), Emergency & Disaster Services (1%) and Fire Debt Services (1%). Personal Services, salaries, wages and benefits, make up 82% or \$8,745,160 of the Operations Budget. FY24's Operations budget was \$10,213,434. 81.3% or \$8,306,472 consisted of Personal Service. This is consistent for FY23 and FY22 as well. City revenues for the current fiscal year are anticipated to be over \$400k less than expenditures. That difference is made up from

the General Fund. 80% of the General Fund is made up of public safety departments. The main cost drivers to the General Fund are healthcare and wage increases. The City does not have \$1million in property tax revenue from Calumet Refinery's (the City's largest property tax payer) 2023 tax appeal. Less than 3% of our budget designated to supplies for operations. Annual equipment revolving schedules are submitted and either approved or denied for budget appropriation. All requests in this grant were not approved budget appropriations. GFFR's budget has not increased to support enhanced Fire Operations in years. FY24 the entire City did not increase new full time equivalents. Instead, the City decreased their FTEs by 3.7 overall. FY21 and FY22 the City elected to not raise taxes or fees to reduce the impact of COVID-19. There was no mechanism to compensate for the lost revenue. FY23 the City Commission voted to utilize the full inflationary factor and permissive medical levy to meet operational requirements within the City. November 2023, the City of Great Falls put a Public Safety Levy and Bond vote to their residents. 50.4% of the levy would have been allocated to GFFR. The fire resources the levy would have funded would have been 32 additional firefighters, safety equipment and training costs. The Public Safety Bond would have included acquiring land, design, construction and equipping a new fire station. If funds remained, improvements to existing fire stations would have occurred. The levy and bond both failed. The last voted increase for GFFR was a Bond for stations in 1969. Similar to other states, Montana's legislature enacted a cap on cities' tax increases, limiting any increases to a rate that equals half the rate of inflation. As a result, most city budgets have struggled throughout the state. Compared to our State and national averages, Great Falls has lower property tax values and struggles to keep up

with necessary operating costs. This is compounded by additional multi-million-dollar debt resulting from the collapse of an area power generating corporation and ensuing lawsuit, which City was held partially liable. A debt of \$11 million resulted , which had a negative impact on all City Departments annual budget, including GFFR. GFFR is not an income generating Fire Department. Other attempts to fund department needs: A foundation of community members was formed in 2023 to accept donations for GFFR's equipment needs. The Foundation has provided education materials, replaced technical rescue equipment and acquired a SCBA washer, which were not eligible under the City's General Fund. GFFR continues to apply for grants with limited success. In 2023, GFFR was awarded funds to purchase a gear dryer by the Leary Firefighters Foundation. With the impact of financial stressors and the budget constraints, GFFR is unable to acquire the requested equipment, for our personnel. This results in GFFR seeking the funding of these needs through grants or requests through the Foundation which is limited on their funding and community awareness of their existence due to being newly formed.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver? **No**

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant? **No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose? **No**

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2023	2022	2021
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	2	1	3
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	3	4	10
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	1	1
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	3	0	4
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	4	3	28
Ambulances for transport and/or emergency response.	1	1	10

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Tankers or tenders (water capacity of 1,000 gallons or more).	1	0	2
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	1	1	8
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	0	1	2
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	1	0	4
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	1	1	8

How many ALS Response vehicles are in your fleet? **9**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

While the expansion of Montana Renewables to increase production of sustainable jet fuel and Malmstrom Air Force Base's Sentinel project to replace the aging Minuteman III intercontinental ballistic system are aimed to improve environmental performance and modernize and extend the capabilities of the land-based leg of the U.S. nuclear triad, both projects create new risks to our community and will result in an increased call volume for GFFR. The new risks of these expansions include: straining the local infrastructure such as transportation systems, utilities and

healthcare facilities; the increased demand for housing on a community already struggling to meet its housing needs; health and safety risks from the proposed workforce hubs; tension and displacement if the incoming workforce takes away resources from the established, local residents; increase in crime and violence with the transient populations; and the environmental impact to already strained waste systems. Great Falls has also recently seen a rise in fentanyl use over the last 2-3 years, this along with the shortage of mental health services in our community is resulting in an increase with our unhoused population. Both GFFR and law enforcement respond to a high number of mental health calls, calls for people in vacant houses, overdoses and domestic disturbances. With the increased housing shortage and homeless population, GFFR has seen an increase of calls of homeless individuals or people without fixed housing occupying abandoned or empty buildings. GFFR has responded to increased structure fires and dumpster fires that were tied to this risk. Until the mental health crisis in our city and county is addressed, along with the housing shortage, this issue does not appear to be going away any in the near future.

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served	City
What type of community does your organization serve?	Suburban
What is the square mileage of your first due response zone/jurisdiction served?	72

What percentage of your primary response area is protected by hydrants? **31**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	25
Commercial and industrial purposes	25
Residential purposes	50
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **67097**

Do you have a seasonal increase in population? **No**

Please describe your organization and/or community that you serve.

Great Falls Fire Rescue is a career all-hazards fire department serving Great Falls, Montana, a city over 60,000 that can be considered both urban and rural. Encompassing a response and auto-aid area of over 72 square miles, Great Falls' perimeter can be described as Urban/Wildland interface. GFFR provides mutual aid to surrounding rural all-volunteer departments that that work to protect the grasslands, crop lands and open range that surround our city and structural fire protection around the City's perimeters. Comprised of 71 personnel, GFFR maintains 4 stations throughout the city. Each station staffs a 3-person engine company, with a ladder/tower in one of the stations and a cross-staffed ambulance in another. Including a Battalion Chief in charge of each Platoon, our minimum manning is 13 personnel on-shift at any given time. During the last ISO review, Great Falls changed from a Class 2 to a Class 3 Public Protection Classification. One factor was the amount of area that was not within 1.5 road miles of an engine company or 2.5 miles of a ladder/service company. GFFR is one of the 6 regional hazmat response

teams throughout Montana. GFFR also provides Mutual-Aid assistance to fire departments at Malmstrom Air Force Base (MAFB) (who routinely transport nuclear weapons and materials throughout our jurisdiction), located on the east end of our city, and the Montana Air National Guard (MTANG) fire department (who delivers global transportation of equipment and supplies), at our city's west end. Great Falls is centrally located in Montana, settled between 4 mountain ranges, 3 rivers, 2 wilderness areas and 1 wildlife refuge. Over 53 miles of trails run along the Missouri River and through the city. Sixty parks exist throughout the city, along with 5 hydroelectric dams, contributing to the nickname "Electric City." Due to the central location in the State, tourism population increases significantly during summer months as Great Falls is between Yellowstone and Glacier National Park, has direct Missouri River accessibility and is the site for the Montana State Fair. The people of Great Falls are a mix of generations with the most populated age range being ages 25 to 34. The military population makes up almost 10% of the population between the two bases. People living with disabilities make up 17.3% of our population, higher than the Montana (14%) and US (13%) averages. Also higher than the Montana and US averages of 12.5% are Great Falls people living below the poverty level at 15%. The median built age of homes in Great Falls is 1965, 15 years older than the Montana and US building age and create challenges with lack of structural integrity, unsafe wiring and often don't comply with the most up to date building codes. Great Falls has a business population that swells during daytime hours and easily surpasses 70,000 during peak business hours. GFFR protects a wide range of target hazards including industrial plants, warehouses, agricultural chemical plants and distributors, a refinery and an additional tank farm at our city's

perimeter. We are also home to a seven-story regional hospital and Level II trauma center. Great Falls is the agriculture epicenter of Central Montana with three major grain elevators, two flour mills, a malting plant and a large agricultural feed mill within our response area that create unique challenges, including high dust-explosion hazards. There has been an increase flammable liquid and gas cargoes including various forms of crude oil that is transported in and out of our jurisdiction daily, in support of the refinery and other commercial uses within our community. Great Falls Public Schools has 15 elementary schools, two middle schools, two traditional high schools and an alternative high school. Tuoro College of Osteopathic Medicine is a new postsecondary school in Great Falls. Great Falls College MSU and University of Providence are also located in the City.

Call volume

Summary	2023	2022	2021
Fire - NFIRS Series 100	124	113	166
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	10	9	4
Rescue & Emergency Medical Service Incident - NFIRS Series 300	4410	4568	4897
Hazardous Condition (No Fire) - NFIRS Series 400	212	221	256
Service Call - NFIRS Series 500	1241	850	915
Good Intent Call - NFIRS Series 600	696	723	903
False Alarm & Falls Call - NFIRS Series 700	384	475	441

Summary	2023	2022	2021
Severe Weather & Natural Disaster - NFIRS Series 800	1	7	12
Special Incident Type - NFIRS Series 900	68	4	5
Total	7146	6970	7599

Fire

How many responses per year per category?	2023	2022	2021
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	40	55	40
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	27	16	14
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	14	12	38
Total	81	83	92

Total acreage per year	2023	2022	2021
Total acreage of all vegetation fires	112	7	33

Rescue and emergency medical service incidents

How many responses per year per category?	2023	2022	2021
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	286	258	291
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	2	3	4
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	9	13	14
EMS-BLS Response Calls	1299	1445	1598

How many responses per year per category?	2023	2022	2021
EMS-ALS Response Calls	1947	1985	1770
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	3543	3704	3677

Mutual and automatic aid

How many responses per year per category?	2023	2022	2021
Amount of times the organization received Mutual Aid	4	0	3
Amount of times the organization received Automatic Aid	2	11	2
Amount of times the organization provided Mutual Aid	10	11	13
Amount of times the organization provided Automatic Aid	12	10	2
Of the Mutual and Automatic Aid responses, amount that were structure fires	4	4	5
Total	32	36	25

Grant request details

Are you requesting a Micro Grant? A Micro Grant **No**
 is limited to \$75,000 in federal resources.

Grand total: \$199,704.25

Program area: Operations and safety

▶	Activity: Equipment	\$146,989.25
▶	Activity: Personal Protective Equipment (PPE)	\$52,715.00

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	6	\$146,989.25
Personal Protective Equipment (PPE)	2	\$52,715.00
Total	8	\$199,704.25

Is your proposed project limited to one or more of the [following activities](#) ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$199,704.25
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$199,704.25
Indirect charges	\$0.00
TOTAL	\$199,704.25
Non-federal resources	
Applicant	\$18,154.93
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$181,549.32
Non-federal resources	\$18,154.93
TOTAL	\$199,704.25
Program income	\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

<p>Jeremy Jones Fire Chief</p> <p>jjones@greatfallsmt.n</p>	<p>Primary phone 4067918968 Work</p> <p>Fax</p>	<p>Additional phones 4068991502 Mobile</p>
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Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2025 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may

require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2025 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



Commission Meeting Date: January 7, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approve Final Payment: Civic Center Partial HVAC Renovations Project, OF 1750.2

From: Sylvia Tarman, ARPA Project Manager

Initiated By: Finance Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve Final Payment

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Final Payment for the Civic Center Partial HVAC Renovations Project in the amount of \$59,977.72 to Wadsworth Builders, and \$605.84 to the State Miscellaneous Tax Fund, and (authorize/not authorize) the City Manager to make the payments.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve Final Payment for the Civic Center HVAC Renovations Project.

Background: The HVAC Renovations Project was identified as a Tier 1 ARPA project by the City Commission at the April 5, 2022 meeting. The project went out for bid in October of 2022, and the Commission approved the construction contract for Wadsworth Builders Company in the amount of \$1,126,700.00 in April of 2023. The City Commission approved Change Order #1 for this project for \$65,971.22 at the February 20, 2024 commission meeting. The change order brought our overall contract price to \$1,192,671.22. This final payment will satisfy the total contract amount, and there were no cost overruns at the end of the project.

Construction for the project began in May 2023 and continued through November 2024 to coordinate the new Court systems into the overall HVAC infrastructure. Staff issued final completion as of December 18th, which starts the warranty period. Punch list Items have been completed and O &M’s provided. One outstanding part that was back ordered will be installed under warranty work. Otherwise, the system is ready to be fired up once the Court systems are complete and integrated.

Conclusion – City staff recommends approval of the Final Payment. Substantial Completion has been issued as of December 18, 2024 and City staff has verified that punch list items have been completed.

Fiscal Impact: This project was funded with ARPA funds, initially awarded at \$\$1,126,700.00, increasing to \$1,192,671.22 with Change Order #1. This final pay application will cover that last of the contractor's work and release the retainage to the contractor. The Final Payment of \$59,977.72 to Wadsworth Builders, and \$605.84 to the State Miscellaneous Tax Fund will complete payment of the contract amount. There were no cost overruns at the end of the project.

Alternatives: The City Commission could vote to deny approval of the Final Payment and request staff to further investigate if the project is ready for final payment. This action would result in further delaying payment to the contractor.

Concurrences: Representatives of the Finance Department have coordinated in development of this proposal.

Attachments/Exhibits:

Final Pay Application-Wadsworth Builders
Substantial Completion Certificate



City Of Great Falls

PO Box 5021 * Great Falls, MT 59405

Project #:
Date: Dec 23, 2024
Pay Estimate #: **Eighteen**
Period From: Dec 1, 2024
To: Dec 31, 2024

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

Project Name: **Civic Center Partial HVAC Renovation**
Location: Great Falls, MT

Contractor: Wadsworth Builders Company, Inc.
Address: P.O. Box 2073
Great Falls, MT 59403
Phone: (406)-761-5033

RETAINAGE ADJUSTMENT	
1. Total Retainage to Date:	\$59,633.56
2. Less Securities Deposited:	\$59,633.56
3. Retainage Withheld (1 - 2)	\$0.00

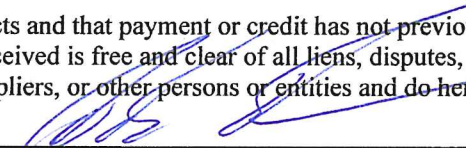
CONTRACT AMOUNT STATUS	
1. Original Contract Amount:	\$1,126,700.00
2. Net +/- by Change Order:	\$65,971.22
3. Contract Amount to Date:	\$1,192,671.22

CHANGE ORDER SUMMARY			
No.	Date Approved	Additions	Deductions
1	Feb 12, 2024	\$65,971.22	
2			
3			
4			
5			
TOTALS:		\$65,971.22	
NET TOTAL:			\$65,971.22


CONTRACT STATUS	
1. Work in Place (from next page):	\$1,192,671.22
2. Total Work & Stored Material:	\$1,192,671.22
3. Retainage Withheld:	\$0.00
4. Total Earned Less Retainage:	\$1,192,671.22
5. Less Previous Payments (+ 1 % Tax):	\$1,132,087.66
6. Amount Due This Payment:	\$60,583.56
7. Less 1% State Contractor's Tax:	\$605.84
8. Payment Due Contractor:	\$59,977.72

I hereby certify that this submitted request for payment is correct, true and just in all respects and that payment or credit has not previously been received. I further warrant and certify by submission of this request that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the contractor, subcontractors, material suppliers, or other persons or entities and do hereby release the Owner from such.

Submitted by: Wadsworth Builders Company, Inc.
(Company/Contractor)


(Name) Colton Fatz - Vice President Date: Dec 23, 2024

Reviewed by: Cushing Terrell
(Architect/Engineer)


(Name) Anthony Houtz Beth EG Summers Date: December 24, 2024

Approved by: City of Great Falls

(Name) Sylvia Tarman Date: _____

SHEET No. 1 OF 2 SHEETS

WORK IN PLACE/STORED MATERIALS - PAGE 1

City of Great Falls Civic Center Partial HVAC Renovation
Great Falls, MT

WADSWORTH BUILDERS
P.O. BOX 2073
GREAT FALL, MT 59403

Project #:
Date: Dec 23, 2024
Pay Request Number: Eighteen

A Div. No.	B Description of Work	C Scheduled Value	D Work Previous D+E	E Complete This Period	F Materials Store	G Total Complete D+E+F	% G/C	H Balance To Finish	I Retainage 5%
1	Bonds/Permits/Insurance	\$ 15,700.00	\$ 15,700.00	\$ -	\$ -	\$ 15,700.00	100%	\$ -	\$ 785.00
2	Mobilization	\$ 4,700.00	\$ 4,700.00	\$ -	\$ -	\$ 4,700.00	100%	\$ -	\$ 235.00
3	General Conditions	\$ 67,800.00	\$ 66,800.00	\$ 1,000.00	\$ -	\$ 67,800.00	100%	\$ -	\$ 3,390.00
4	Selective Demolition	\$ 14,200.00	\$ 14,200.00	\$ -	\$ -	\$ 14,200.00	100%	\$ -	\$ 710.00
5	Carpentry	\$ 28,500.00	\$ 28,500.00	\$ -	\$ -	\$ 28,500.00	100%	\$ -	\$ 1,425.00
6	Roofing	\$ 120,900.00	\$ 120,900.00	\$ -	\$ -	\$ 120,900.00	100%	\$ -	\$ 6,045.00
7	Doors/Frames	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -	\$ 8,100.00	100%	\$ -	\$ 405.00
8	Drywall & Plaster	\$ 60,500.00	\$ 60,500.00	\$ -	\$ -	\$ 60,500.00	100%	\$ -	\$ 3,025.00
9	Acoustical Ceilings	\$ 24,800.00	\$ 24,800.00	\$ -	\$ -	\$ 24,800.00	100%	\$ -	\$ 1,240.00
10	Painting	\$ 8,700.00	\$ 8,700.00	\$ -	\$ -	\$ 8,700.00	100%	\$ -	\$ 435.00
11	Mechanical	\$ 631,300.00	\$ 631,300.00	\$ -	\$ -	\$ 631,300.00	100%	\$ -	\$ 31,565.00
12	Electrical	\$ 141,500.00	\$ 141,500.00	\$ -	\$ -	\$ 141,500.00	100%	\$ -	\$ 7,075.00
13	Change Order #1	\$ 65,971.22	\$ 65,971.22	\$ -	\$ -	\$ 65,971.22	100%	\$ -	\$ 3,298.56
14		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
15		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
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34		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
35		\$ -	\$ -	\$ -	\$ -	\$ -	#####	\$ -	\$ -
Totals Page 1		\$ 1,192,671.22	\$ 1,191,671.22	\$ 1,000.00	\$ -	\$ 1,192,671.22	100%	\$ -	\$ 59,633.56

Certificate of Substantial Completion

Owner: City of Great Falls **Project Name:** Partial HVAC Renovation
Architect: Cushing Terrell **Project Number:** OF 1750.2
Contractor: Wadsworth Builders, Inc.

Date of Substantial Completion: December 18, 2024

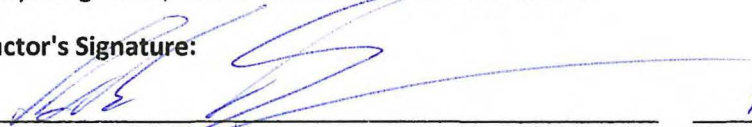
The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Architect, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.

A Punch List of items to be completed or corrected prior to Final Completion has been prepared and attached hereto as Exhibit A. This list may not be all-inclusive, and failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.


Responsibilities after Substantial Completion:

1. The Owner shall have access to and use of the work.
2. The Contractor shall have completed all work and corrected all deficiencies listed in the Punch List.
3. The Contractor shall provide the Owner with any required Operation and Maintenance Manuals, as specified in the Contract Documents.
4. The Contractor shall provide the Owner with record drawings and as-built drawings, as specified in the Contract Documents.

The Contractor acknowledges that this Certificate of Substantial Completion is not a waiver or release of any of its rights or obligations under the Contract Documents. All provisions of the Contract Documents, including warranty obligations, shall remain in full force and effect.

Contractor's Signature: 
Colton Fatz, Wadsworth Builders, Inc. 12-30-2024
 Date

Architect's Signature: 
Anthony Houtz, Cushing Terrell 12-27-2024
 Date

Owner's Acceptance: 
Sylvia Tarman, City of Great Falls 12/18/24
 Date



Commission Meeting Date: January 7, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Alternative Project Delivery Rescind and Contract Re-Award – General Contractor Construction Manager Services: Sewage Lift Station No. 1 and Supplemental Force Main Improvements, OF 1758.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Rescind the December 3, 2024 awarded construction contract and re-award a General Contractor Construction Manager (GCCM) construction contract with the corrected contract amount to Prospect Construction, Inc. for Construction Services for the Sewage Lift Station No. 1 and Supplemental Force Main Improvements project.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (rescind/not rescind) the Commission’s December 3, 2024 action awarding a General Contractor Construction Manager (GCCM) Construction Contract to Prospect Construction, Inc. for Construction Phase Services at a Guaranteed Maximum Price (GMP) of \$7,456,692.00 for the Sewage Lift Station No. 1 and Supplemental Force Main Improvements project.”

And

“I move that the City Commission (award/not award) a General Contractor Construction Manager (GCCM) Construction Contract to Prospect Construction, Inc. for Construction Phase Services at a Guaranteed Maximum Price (GMP) of \$7,793,175.39 for the Sewage Lift Station No. 1 and Supplemental Force Main Improvements Project, and authorize the City Manager to execute the agreement documents.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Rescind the December 3, 2024 awarded construction contract and re-award a GCCM construction contract with the corrected GMP amount to Prospect Construction, Inc. for Construction Services for the Sewage Lift Station No. 1 and Supplemental Force Main Improvements project.

Summary:

On November 8th Prospect submitted to TD&H and City Staff the original GMP Agreement in the amount of \$7,456,692. The initial version of the GMP did not include Builder's Risk, as required by the City Legal Department, nor did it include an Owner's Contingency, as allowed by the GCCM process. TD&H, along with City Staff, requested that Prospect revise their GMP Agreement and Construction Contract to include these missing items. Prospect submitted the revised GMP Agreement and Construction Contract on November 20th, which was then submitted on November 21st for the December 3rd City Commission meeting. The GMP in the new GMP Agreement, however, was not updated from the original amount of \$7,456,692 to the new amount of \$7,793,175.39. The updated amount was provided in the detailed cost breakout provided by Prospect, but City Staff utilized the original amount provided in the new GMP Agreement when populating the agenda report. TD&H along with City Staff have reviewed the information and agree that Prospect intended to have the GMP value of \$7,793,175.39 in the new GMP Agreement. On December 19th Prospect emailed TD&H and the City indicating that an old version of the GMP Agreement was mistakenly signed and sent to the City for use in the December 3rd Agenda Submittal. Prospect further identified that the version they provided did not incorporate the general conditions into the GMP Agreement or Construction Contract. One of the functions of the General Conditions is to allow the City to charge liquidated damages in the amount of \$500 per day. Liquidated damages are charged each day the contractor is delayed in delivering the substantially complete product. Liquidated damages are mainly used to offset owner costs associated with the contract running longer than the contractually agreed upon project schedule.

Background:

See the detailed information provided in the December 3rd Agenda Report included as an attachment.

Project Work Scope:

The detailed scope of construction services is provided on the attached GMP Agreement, Construction Phase Contract Agreement, and General Conditions to the Construction Contract.

Conclusion:

The project will result in providing the necessary upgrades and improvements to Lift Station No. 1 and a future redundant force main crossing from Lift Station No. 1 to the Waste Water Treatment Plant. The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and budgeted utilizing ARPA Funds and Sewer Treatment Unassigned Capital Funds. City staff recommends rescinding the December 3rd awarded GMP amount and approving the GMP Agreement with Prospect Construction, Inc., in the amount of \$7,793,175.39.

Fiscal Impact:

The project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. State ARPA Minimum Allocation Grant funds (\$3,854,585.00), State ARPA Competitive Grant funds (\$2,000,000.00), and the \$1,938,590.39 remainder (including the additional \$336,483.39) being provided by the City Sewer Treatment funds are programmed for funding this project.

Alternatives:

The Commission could vote to not rescind the December 3rd awarded GMP Agreement and to not approve the new GMP amount. This, however, would mean the City Commission approved a GMP Agreement and Construction Contract that were not the agreements to which the parties mutually assented. The December 3rd version is missing financial compensation for the Builder's Risk that the City Legal Department requested be included. It is also missing the Owner's Contingency and a reference to the General Conditions. Without mutual assent, there is an argument that the contract is not valid.

Furthermore, it was an unfortunate oversight that the Contractor did not update the GMP amount and that City Staff did not notice it when drafting the original agenda report. Taking advantage of this honest mistake would not be dealing in good faith.

Concurrences: Prospect Inc, TD&H, Legal Department, and the ARPA Grant Administrators.

Attachments/Exhibits:

December 3rd Commission Meeting Agenda Report

GMP Agreement

GMP Price Breakdown

GMP Schedule

Proposed Division of Work Packages

Construction Phase Contract Agreement

General Conditions to the Construction Contract

Project Summary Sheet



Commission Meeting Date: December 3, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Alternative Project Delivery Contract Award – General Contractor Construction Manager Services: Sewage Lift Station No. 1 and Supplemental Forcemain Improvements, OF 1758.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Award a General Contractor Construction Manager (GCCM) contract to Prospect Construction, Inc. for Construction Services for the Sewage Lift Station No. 1 and Supplemental Forcemain Improvements project.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a General Contractor Construction Manager (GCCM) Construction Contract to Prospect Construction, Inc. for Construction Phase Services at a Guaranteed Maximum Price (GMP) of \$7,456,692.00 for the Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Project, and authorize the City Manager to execute the agreement documents.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Award a GCCM Construction Contract to Prospect Construction, Inc. for Construction Services for the Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Project, OF 1758.1.

This recommendation is submitted concurrently with a separate recommendation to award a Professional Services Agreement (PSA) to TD&H Engineering for engineering construction phase services for the project. Staff highly recommends that the City Commission award both the TD&H PSA Construction Phase Services and the Prospect Construction, Inc. GCCM Construction Contract.

Background:

This Project will implement recommendations from the June 2021 *Feasibility Study for Sewage Lift Station No. 1 Supplemental Forcemain*, including improvements and repairs to Lift Station No. 1 (LS1), which pumps sanitary wastewater across the Missouri River to the City’s Wastewater Treatment Plant (WWTP). On April 16th, 2024, staff facilitated a Work Session to discuss a \$9 million budget shortfall that was discovered during the design phase of the project. The General Contractor Construction Manager

(GCCM) identified the budget discrepancy well before construction started and as a result the scope of the project was modified to focus on LS1 improvements in Phase 1. A future Phase 2 project will focus on the forcemain.

Phase 1: LS1. 1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the WWTP. The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large $\frac{5}{8}$ " screen openings, while modern screens are either $\frac{1}{4}$ " or $\frac{3}{8}$ ". The exhaust fan is vital for safely removing Hydrogen Sulfide (H₂S) from the building and it is currently at its end of life cycle. The wet well repairs and replacement of six sluice gates are required since two of the gates no longer operate due to corrosion and the other four gates are approaching the same condition.

The renovation of LS1 provides future reliability of pumping of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment. Upgrades and repairs to LS1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

Significant Impacts:

The work to be undertaken for the Sewage. LS1 and Supplemental Forcemain Improvements Project will result in substantial improvements and efficiencies for the City's wastewater treatment operations. This is Phase 1 of an anticipated two phase project to construct a redundant river crossing. Completing these projects will reduce the severity of an S.O.S. due to extreme rain events and/or the older 1979 forcemain breaking.

Workload Impacts:

There are no foreseen adverse impacts to workloads for City staff with the approval of this item. Public Works staff will continue to provide project management and collaboration support for the project in the same manner as a traditional Design Bid Build project.

Project Work Scope:

The detailed scope of construction services is provided on the attached "GMP Agreement."

Conclusion:

The project will result in providing the necessary upgrades and improvements to LS1 and a redundant force main crossing from LS1 to the Waste Water Treatment Plant. The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and budgeted utilizing ARPA Funds and Sewer Treatment Unassigned Capital Funds. City staff recommends approving the GMP Agreement with Prospect Construction, Inc., in the amount of \$7,456,692.00.

Fiscal Impact:

The project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. State ARPA Minimum Allocation Grant funds (\$3,854,585.00), State ARPA Competitive Grant funds (\$2,000,000.00), and the remainder being provided by the City Sewer Treatment funds are programmed for funding this project.

Concurrences:

Legal Department, TD&H, Veolia

Alternatives:

The Commission could vote to table the projects until the next commission meeting potentially pushing out the contract execution and subsequent submittal/design efforts of the suppliers. This will push out the anticipated lead time for the equipment, which will have schedule impacts for the project along with associated cost impacts. The additional overhead costs could be upwards of \$420,000.

The City Commission has the option to not award and instruct Staff to cancel the construction contract. This could lead to higher costs associated with improvements and repairs to LS1 at a later date. This would lead to missing the 12/31/2025 deadline for spending ARPA grant funds and burden the City with expenses intended to be covered by grant funding when this project is completed at a later date.

Attachments/Exhibits:

GMP Agreement

Project Summary Sheet

Guaranteed Maximum Price Agreement

Prospect Construction is pleased to provide this Guaranteed Maximum Price Proposal for the *Sewage Lift Station No. 1 and Supplemental Forcemain Improvements* project, Office File 1758.1. The total proposed amount, inclusive of GCCM contingency, is \$7,456,692 (Seven Million Four-Hundred Fifty-Six Thousand Six-Hundred Ninety-Two Dollars).

This Guaranteed Maximum Price Proposal has been created based on the following documents:

- 1) Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Manual O.F. 1758.1 dated July 29th 2024 (attached)
- 2) Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Drawings, O.F. 1758.1 dated September, 2024 (attached)
- 3) Geotechnical Engineering Report – City Sewer Crossing – Missouri River Lift Station No. 1 – Supplemental Force Main dated December 2022, as prepared by TD&H Engineering
- 4) Addenda:
 - None
- 5) Great Falls Sewage Lift Station No.1 and Supplemental Forcemain Improvements - GMP Schedule dated 11/7/2024, as prepared by Prospect Construction.

Guaranteed Maximum Price Submittal Attachments:

- 1) **Guaranteed Maximum Price Agreement**, prepared by Prospect Construction Inc.
- 2) **Guaranteed Maximum Pricing Breakdown**, prepared by Prospect Construction Inc.
- 3) **GMP Construction Schedule**, prepared by Prospect Construction Inc.
- 4) **Division of Work Packages**, prepared by Prospect Construction Inc.
- 5) **Construction Contract** latest revision provided by TD&H dated 10/31/2024, negotiated between TD&H Engineering and Prospect Construction Inc, upon which the GMP was based.
- 6) **Project Manual** titled *_21-217 100% COGF Submittal*, Prepared by TD&H Engineering, upon which the GMP was based.
- 7) **Project Drawings** titled *_21-217_2024.09.16_LS#1 Final Drawings*, prepared by TD&H Engineering, upon which the GMP was based.

Scope of Work Clarifications:

Division 01

- This proposal has provided pricing for the General Conditions of the contract for a duration of 14 months of construction and 4 months of administration/management efforts outside of the construction period (from mobilization to de-mobilization).
- This GMP was developed based on the sequence of work and construction schedule contained herein. Any increases to the duration, or re-sequencing required, due to forces outside of the control of the GCCM, will impact the GMP amount.

- The GMP was developed based on the Construction Contract Revision dated 11/7/2024. This GMP is contingent on the execution of mutually negotiated terms therein.
- This GMP excludes all special inspections, Owner QC/QA Testing, professional engineering and/or design of permanent fixtures.
- The GMP was created based on the division of work packages contained in the *Proposed Division of Work Packages* included in this submittal.
- This GMP does not include any allowances for material or work package price escalation. Prospect Construction anticipates executing subcontracts and purchase contracts with major vendors and suppliers within 30 days of bid or proposal deadlines. If the execution of an agreeable and Owner approved contract is delayed due to reasons beyond the GCCMs control, then any cost increases associated with procuring and executing alternate contract coverage shall be compensated from the GCCM Contingency.
- Upon receipt of bids for specific work packages or quotes for material supply, if the lowest responsible bid is greater than the amount budgeted for the work package, then the difference between the budget amount provided for in the GMP and the award amount shall be compensated from the GCCM Contingency.
- Procurement costs associated with Early Work Amendment #2: Plug Valves 16in. and Greater; and Early Work Amendment #3: Vertical Turbine Pumps and VFDs; have not been incorporated into this GMP proposal. Labor and materials for the installation of equipment procured under the above Early Work Amendments has been included in the GMP. Upon execution of the Construction Contract Agreement, the scope of supply and costs associated with these Early Work Amendments shall be incorporated into the GMP, so that any cost overruns or underruns related to the Early Work Amendments shall be managed in the same fashion as a GMP work package.
- Procurement costs associated with Early Work Amendment #1 have been included in the GMP, including complete supply and installation costs of the proposed generator, ATS #1, and ATS #2.
- ~~Builders Risk Insurance has not been provided for in the Project Manual, and is not included in the GMP. Once Builders Risk requirements are provided, the associated cost of builders risk shall be incorporated into the GMP.~~
- Insurance Requirement have not been provided in the Project Manual. Any additional insurance coverage above Prospects standard policy limits is not included in the GMP.
- Special Provision 05 – No overtime cost for engineering or inspection effort required to carry out inspection services has been provided for in the GMP. Inspections and Owner QA/QC associated with work that is required by specifications to be performed outside a standard workday has not been included in the GMP.
- Special Provision 07 – Coordination with Utility Companies is included in the GMP pricing. It is Prospect’s understanding that there will be no charges to the project from utility companies for improvements made to their infrastructure. No cost payable for any utility company charges or work has been included for in the GMP.

- Special Provision 10 – It is anticipated that the city will allow the use of the project site for material storage and staging. Prospect will coordinate with Owner to ensure Viola, the City, or any agents or representatives of the City, have reasonable site access to operate and maintain the facility.
- Special Provision 15 – Prospect does not anticipate encountering hazardous materials. Materials encountered that require special or HAZMAT disposal requirements shall be considered a change of conditions.
- Special Provision 16 – Budget has been included in the GMP for the replacement of some asphalt in the parking lot directly east of the property, due to heavy truck traffic that will need to utilize the approved access route and staging are within the lot. All asphalt replacement required due to damage from construction operations shall be compensated under the GMP.
- Special Provision 20 - Contaminated Soils are not anticipated on this project. This GMP provides no allowance for any effort to test, manage, abate, dispose of, or treat contaminated soil or groundwater. Dewatering budget included in the GMP only covers general sediment mitigation efforts that would be considered standard for dewatering operations.
- Traffic Control – Prospect does not anticipate a traffic control plan or setup to be required on the project, aside from the installation of temporary signage. If additional requirements are placed on the project requiring a traffic control plan and setup, then those added requirements will increase the GMP.

Division 02

- Earthwork, Dewatering, and Shoring work packages have been estimated based on the *Geotechnical Engineering Report – City Sewer Crossing – Missouri River Lift Station No. 1 – Supplemental Force Main dated December 2022*. Increases to the level of effort required for shoring, excavation, or dewatering due to differing site conditions from the Geotechnical Report shall be compensated via Change Order or Owner’s Contingency, at the Owners discretion.
- Information on the existing forcemain pipe has been provided based on the Engineers’ research into previous project installations. Based on this information, it is assumed that the proposed 24” forcemain connections can be made with standard industry products, such as restrained transition couplings, without significant forcemain modification or additional pipe materials not shown in the drawings. Effort has been budgeted in this GMP for moderate modification to the existing pipe such as grinding the existing pipe wall to accommodate an industry standard restrained transition coupling. If it is discovered through the course of construction that the existing forcemain cannot accept an industry standard transition coupling with moderate modification to the existing pipe (e.g. grinding/cleaning), then cost associated with additional effort to tie-in to the existing forcemain will increase the GMP amount.
- Based on documentation provided in the Contract Documents and prior correspondence, Prospect does not anticipate any Lead-Based Paint abatement. Coating materials specified

for removal that are identified as Lead Containing Paint shall be properly removed, handled, and disposed of per contract requirements. Any abatement of Lead-Based Paint will increase the GMP amount.

- 02740: Forcemain Bypass – No bypass effort has been included in the GMP. It is understood by Prospect that the Owner shall operate and remain responsible for all Lift Station equipment during shutdowns or while bypassing facility flows through the 16” permanent bypass pipe. Prospect will ensure Viola and/or the City is provided with a request to bypass for approval at least 48 hours prior to any needed bypassing. Responsibility for proper installation of the permanent 16” bypass pipe and associated connections shall be the GCCM’s.
- Prospect understands that the language contained in Specification 02740 – 1.1.C is to be deleted and replaced with the following language: *Contractor shall be responsible for damages directly arising from work performed by the Contractor. The Contractor’s insurance must include coverage for damages directly arising from work performed by the Contractor. Bypass infrastructure located in public use areas shall not pose a health or safety hazard to pedestrians or vehicle traffic.* Changes to the above specification modification will increase the GMP.
- 02919: Topsoil – It is anticipated that existing topsoil will be approved for re-utilization at the end of the project, without testing or property modification/amendment requirements. Imported topsoil, if necessary, shall be provided per project specifications

Division 05

- No information was provided on a potential new cover plate over the proposed stop log assembly. A small allowance was provided in the GMP for fabrication of a metal cover and angle ledger. If an engineer provided detail increases the material cost or labor effort, or requires any delegate/deferred design, then those additional costs shall increase the GMP.

Division 11

- 11170: Mechanically Cleaned Bar Screen – Prospect anticipates that the new Huber Rakemax bar screen is a direct dimensional replacement of the existing bar screen. Minor concrete modifications such as grinding, patching, and cutting anchors to allow the installation of the proposed bar screen are included in the GMP. No major structural additions, modifications, or demolition required to install the bar screen is included in the GMP.
 - Prospect anticipates that the slide gates used to isolate the bar screen channel are watertight. No cost is included for work on the existing slide gates to make them watertight, or to otherwise mitigate water inflow into the bar screen channel.
 - Installation of the bar screen will require bypassing the bar screen channel via gravity flow through the secondary, manual bar screen, and into the Stormwater Pump drywell. Sequencing and GMP pricing associated with bar screen installation was based on the approval of the gravity bypass plan previously provided to the design team.

- Included in the GMP is continuous manual raking of the manual bar screen, for the duration of the bar screen demo and installation.
- 11200: Vertical Turbine Pumps – Prospect anticipates that the new vertical turbine pumps will be direct dimensional replacements of the existing stormwater pumps. Modification to the base plate, anchor bolt pattern, or surrounding structure are not included in the GMP.
 - Pumps are anticipated to be installed in a phased procedure, with one stormwater pump brought online prior to removing other pumps from service. If any SCADA programming or modifications to existing telemetry systems is needed prior to commissioning a new vertical turbine pump, it is expected that this work will successfully occur within two business days of Prospect completing a phased pump installation.
- 11280: Stainless Steel Flow Control Gates
 - Installation of the two slide gates will require bypassing the bar screen channel via gravity flow. Sequencing and GMP pricing associated with slide gate installation was based on the approval of the gravity bypass plan previously provided to the design team.
 - It is anticipated that the slide gates can be mounted to existing gate thimbles, or directly to the wall face if existing slide gate thimbles are not present. No labor or materials have been included for concrete modifications such as thimble removal, concrete demolition, or new concrete placement.
 - It is anticipated that the stop log assembly can be flush mounted to the influent channel walls. No concrete modifications have been provided for embedding any components of the stop log assembly.

Division 15

- It is anticipated that the existing forcemain is in adequate condition to allow the installation of a 16” bypass connection via hot-tap is viable. It is assumed that the location of the proposed connection from the 16” bypass to the 24” forcemain will not contain joints or other obstacles inhibiting the installation of a tapping sleeve. It is further assumed that the valve upstream on the 24” force main will create a watertight seal to stop backflow from entering the section of forcemain to be demolished. The cost associated with effort to modify the 24” forcemain or install a new valve in the existing valve vault are not included in the GMP.
- Installation of the permanent 16” bypass line along pipeline appurtenances is included in the GMP. No concrete modification work is included for the modification of the vertical 24” stormwater pump header, at the tee connection in the Backflow Prevention Room. Modifications depicted in the contract documents, required to install the new 24” x 16” tee and 16” permanent bypass line, are included in the GMP. No pipeline modifications beyond what is depicted in the Contract Drawings are included in the GMP.
- It is anticipated that flange coupling adapters fixed to existing pipe will be acceptable for the installation of wastewater pump isolation valves, provided that the flange coupling adapters conform to product requirements in the Contract Documents. The use of flange

PROJECT SUMMARY SHEET:
LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1
FY 2023 Capital Improvement Plan
Current as of: November 21, 2024

Description: *Phase 1:* Lift Station No. 1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the wastewater treatment plant (WWTP). The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large $\frac{5}{8}$ " screen openings, while modern screens are either $\frac{1}{4}$ " or $\frac{3}{8}$ ". The exhaust fan is vital for safely removing H₂S (Hydrogen Sulfide) from the building and it is currently at its end of life cycle. The wet well repairs and replacement of six sluice gates since two of the gates no longer operate due to corrosion and the other four gates are approaching the same condition.

Project status update: based on the cost associated with the horizontal drilling to complete the river crossing, this project has been divided into two phases. Phase One will complete upgrades and improvements in Lift Station No. 1 and Phase Two will complete the underground horizontal crossing of the Missouri River.

Phase 2: The existing Lift Station No. 1 (LSI) force main was constructed in 1979 and is the only river crossing for this section of the City's sewer collection system. The forcemain was installed in 1979 to replace a 20-year-old cast iron pipe that ruptured within the river channel. Should the 1979 forcemain fail, similar to the October 1978 event, the station would again discharge raw sewage to the Missouri River until a new main was installed, which would likely take several-months.

Justification: *Phase 1:* The renovation of Lift Station No. 1 provides future reliability of pumping an average of 3.63M gallons daily of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment.

Phase 2: The construction of a redundant force main provides resilience and reliability in this segment of the City's critical infrastructure, minimizing the risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure.

Scope: *Phase 1:* Upgrades and repairs to Lift Station #1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

Phase 2: Install 2,100 linear feet of 24" sanitary sewer force main and all work necessary to complete the installation and connect Lift Station #1 to the WWTP.

Added to CIP: 1st FY2023/FY2024

CIP Timeline: ~~Construction FY2024;~~ Pushed to 2025 due to design issues; equipment procurement & long lead times

Cost:

- CIP programmed: \$150,000/FY23 \$7,650,000/FY24
 - o 60%: \$15,553,892.45
 - o 90%: \$9,653,598.73 (Project was then split into two Phases)
- Current Working Estimate: ~~\$9.3M; \$9.0M~~ \$11.3M
- Awarded Cost: \$1.3M – Eng (TD&H); \$265,000 – GCCM (Preconstruction Phase)
- Early Work Agreement Procurement (PCI): \$1,081,777.98 – Pumps; \$585,112.03 - Valves
- Final Cost: TBD

PROJECT SUMMARY SHEET:
LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1
FY 2023 Capital Improvement Plan
Current as of: November 21, 2024

Funding Source(s): ARPA Competitive Grant \$2,000,000, ARPA MAG \$3,854,585, \$5,521,597 Sanitary Sewer

- Funding Match Requirements: 50% ARPA Competitive requirements

Planned Execution Method: General Contractor/Construction Manager

Planned Construction CY: ~~Winter 2023~~ Spring 2025 to Fall 2026

Current Project Stage (Estimated Completion Date): Project has moved into construction phase contract with TD&H and construction contract with Prospect Construction. The project is transitioning to construction phase. The Commission approved Prospect’s preconstruction agreement to do two “Early Work Amendments” to purchase valves and Vertical Pumps. City Staff asking the Commission approval with TD&H on the Professional Service Agreement (PSA) Amendment No. 1 for Construction Services and also with Prospect on Construction Contract and Guaranteed Maximum Price for project, all of which will go before Commission for approval. Estimated construction completion is Fall 2026.

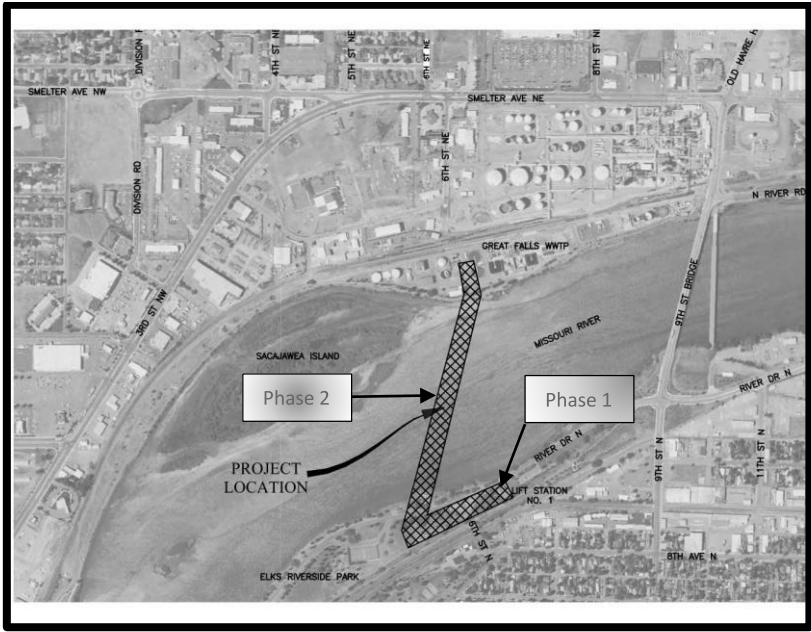
Planning (Fall 2023), 100% Design (September 2024), Construction (TBD), Warranty (TBD)

- Design and Construction Method: GCCM
- Consultant: TD&H
- Contractor: Prospect Construction

City Commission Approvals Summary:

- PSA with TD&H (January of 2022)
- GCCM Resolution (April 2023)
- Preconstruction Agreement with Prospect Construction (September 2023)
- Early Work Amendments Approved (11/6/2024)
- Construction PSA Amendment No. 1 with TD&H (December 3, 2024 Agenda Report)
- Construction Contract including GMP with Prospect Construction (December 3, 2024 Agenda Report)
- Future Change Orders (if required)
- Phase 2 Components (2028, depending on funding)

Map & Site Pictures:

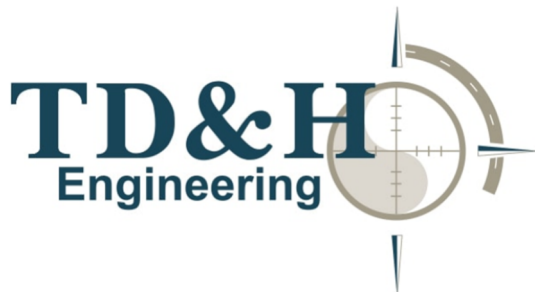


Project: Sewage Lift Station No. 1 and Supplemental Forcemain Improvements

Owner: City of Great Falls
Engineer: TD&H Engineering
Owner Project No.: O.F. 1758.1
Engineer Project No.: 21-217



Guaranteed Maximum Price Agreement



PCI

2605 W. BROADWAY ST. B,
MISSOULA, MT 59808

Guaranteed Maximum Price Agreement

Prospect Construction is pleased to provide this Guaranteed Maximum Price Proposal for the *Sewage Lift Station No. 1 and Supplemental Forcemain Improvements* project, *Office File 1758.1*. The total proposed amount, inclusive of GCCM contingency, is \$7,793,175.39 (Seven Million Seven-Hundred Ninety-Three Thousand One-Hundred Seventy-Five Dollars and Thirty-Nine Cents).

This Guaranteed Maximum Price Proposal has been created based on the following documents:

- 1) Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Manual O.F. 1758.1 dated July 29th 2024 (attached)
- 2) Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Drawings, O.F. 1758.1 dated September, 2024 (attached)
- 3) Geotechnical Engineering Report – City Sewer Crossing – Missouri River Lift Station No. 1 – Supplemental Force Main dated December 2022, as prepared by TD&H Engineering
- 4) Addenda:
 - None
- 5) Great Falls Sewage Lift Station No.1 and Supplemental Forcemain Improvements - GMP Schedule dated 11/7/2024, as prepared by Prospect Construction.

Guaranteed Maximum Price Submittal Attachments:

- 1) **Guaranteed Maximum Price Agreement**, prepared by Prospect Construction Inc.
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- 4) **Division of Work Packages**, prepared by Prospect Construction Inc.
- 5) **Construction Contract** latest revision provided by TD&H dated 10/31/2024, negotiated between TD&H Engineering and Prospect Construction Inc, upon which the GMP was based.
- 6) **General Conditions to the Construction Contract** as provided in the RFP.
- 7) **Project Manual** titled *_21-217 100% COGF Submittal*, Prepared by TD&H Engineering, upon which the GMP was based.
- 8) **Project Drawings** titled *_21-217_2024.09.16_LS#1 Final Drawings*, prepared by TD&H Engineering, upon which the GMP was based.

Scope of Work Clarifications:

Division 01

- This proposal has provided pricing for the General Conditions of the contract for a duration of 14 months of construction and 4 months of administration/management efforts outside of the construction period (from mobilization to de-mobilization).
- This GMP was developed based on the sequence of work and construction schedule contained herein. Any increases to the duration, or re-sequencing required, due to forces outside of the control of the GCCM, will impact the GMP amount.

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- Special Provision 07 – Coordination with Utility Companies is included in the GMP pricing. It is Prospect’s understanding that there will be no charges to the project from utility companies for improvements made to their infrastructure. No cost payable for any utility company charges or work has been included for in the GMP.

- Special Provision 10 – It is anticipated that the city will allow the use of the project site for material storage and staging. Prospect will coordinate with Owner to ensure Viola, the City, or any agents or representatives of the City, have reasonable site access to operate and maintain the facility.
- Special Provision 15 – Prospect does not anticipate encountering hazardous materials. Materials encountered that require special or HAZMAT disposal requirements shall be considered a change of conditions.
- Special Provision 16 – Budget has been included in the GMP for the replacement of some asphalt in the parking lot directly east of the property, due to heavy truck traffic that will need to utilize the approved access route and staging are within the lot. All asphalt replacement required due to damage from construction operations shall be compensated under the GMP.
- Special Provision 20 - Contaminated Soils are not anticipated on this project. This GMP provides no allowance for any effort to test, manage, abate, dispose of, or treat contaminated soil or groundwater. Dewatering budget included in the GMP only covers general sediment mitigation efforts that would be considered standard for dewatering operations.
- Traffic Control – Prospect does not anticipate a traffic control plan or setup to be required on the project, aside from the installation of temporary signage. If additional requirements are placed on the project requiring a traffic control plan and setup, then those added requirements will increase the GMP.

Division 02

- Earthwork, Dewatering, and Shoring work packages have been estimated based on the *Geotechnical Engineering Report – City Sewer Crossing – Missouri River Lift Station No. 1 – Supplemental Force Main dated December 2022*. Increases to the level of effort required for shoring, excavation, or dewatering due to differing site conditions from the Geotechnical Report shall be compensated via Change Order or Owner’s Contingency, at the Owners discretion.
- Information on the existing forcemain pipe has been provided based on the Engineers’ research into previous project installations. Based on this information, it is assumed that the proposed 24” forcemain connections can be made with standard industry products, such as restrained transition couplings, without significant forcemain modification or additional pipe materials not shown in the drawings. Effort has been budgeted in this GMP for moderate modification to the existing pipe such as grinding the existing pipe wall to accommodate an industry standard restrained transition coupling. If it is discovered through the course of construction that the existing forcemain cannot accept an industry standard transition coupling with moderate modification to the existing pipe (e.g. grinding/cleaning), then cost associated with additional effort to tie-in to the existing forcemain will increase the GMP amount.
- Based on documentation provided in the Contract Documents and prior correspondence, Prospect does not anticipate any Lead-Based Paint abatement. Coating materials specified

for removal that are identified as Lead Containing Paint shall be properly removed, handled, and disposed of per contract requirements. Any abatement of Lead-Based Paint will increase the GMP amount.

- 02740: Forcemain Bypass – No bypass effort has been included in the GMP. It is understood by Prospect that the Owner shall operate and remain responsible for all Lift Station equipment during shutdowns or while bypassing facility flows through the 16” permanent bypass pipe. Prospect will ensure Viola and/or the City is provided with a request to bypass for approval at least 48 hours prior to any needed bypassing. Responsibility for proper installation of the permanent 16” bypass pipe and associated connections shall be the GCCM’s.
- Prospect understands that the language contained in Specification 02740 – 1.1.C is to be deleted and replaced with the following language: *Contractor shall be responsible for damages directly arising from work performed by the Contractor. The Contractor’s insurance must include coverage for damages directly arising from work performed by the Contractor. Bypass infrastructure located in public use areas shall not pose a health or safety hazard to pedestrians or vehicle traffic.* Changes to the above specification modification will increase the GMP.
- 02919: Topsoil – It is anticipated that existing topsoil will be approved for re-utilization at the end of the project, without testing or property modification/amendment requirements. Imported topsoil, if necessary, shall be provided per project specifications

Division 05

- No information was provided on a potential new cover plate over the proposed stop log assembly. A small allowance was provided in the GMP for fabrication of a metal cover and angle ledger. If an engineer provided detail increases the material cost or labor effort, or requires any delegate/deferred design, then those additional costs shall increase the GMP.

Division 11

- 11170: Mechanically Cleaned Bar Screen – Prospect anticipates that the new Huber Rakemax bar screen is a direct dimensional replacement of the existing bar screen. Minor concrete modifications such as grinding, patching, and cutting anchors to allow the installation of the proposed bar screen are included in the GMP. No major structural additions, modifications, or demolition required to install the bar screen is included in the GMP.
 - Prospect anticipates that the slide gates used to isolate the bar screen channel are watertight. No cost is included for work on the existing slide gates to make them watertight, or to otherwise mitigate water inflow into the bar screen channel.
 - Installation of the bar screen will require bypassing the bar screen channel via gravity flow through the secondary, manual bar screen, and into the Stormwater Pump drywell. Sequencing and GMP pricing associated with bar screen installation was based on the approval of the gravity bypass plan previously provided to the design team.

- Included in the GMP is continuous manual raking of the manual bar screen, for the duration of the bar screen demo and installation.
- 11200: Vertical Turbine Pumps – Prospect anticipates that the new vertical turbine pumps will be direct dimensional replacements of the existing stormwater pumps. Modification to the base plate, anchor bolt pattern, or surrounding structure are not included in the GMP.
 - Pumps are anticipated to be installed in a phased procedure, with one stormwater pump brought online prior to removing other pumps from service. If any SCADA programming or modifications to existing telemetry systems is needed prior to commissioning a new vertical turbine pump, it is expected that this work will successfully occur within two business days of Prospect completing a phased pump installation.
- 11280: Stainless Steel Flow Control Gates
 - Installation of the two slide gates will require bypassing the bar screen channel via gravity flow. Sequencing and GMP pricing associated with slide gate installation was based on the approval of the gravity bypass plan previously provided to the design team.
 - It is anticipated that the slide gates can be mounted to existing gate thimbles, or directly to the wall face if existing slide gate thimbles are not present. No labor or materials have been included for concrete modifications such as thimble removal, concrete demolition, or new concrete placement.
 - It is anticipated that the stop log assembly can be flush mounted to the influent channel walls. No concrete modifications have been provided for embedding any components of the stop log assembly.

Division 15

- It is anticipated that the existing forcemain is in adequate condition to allow the installation of a 16” bypass connection via hot-tap is viable. It is assumed that the location of the proposed connection from the 16” bypass to the 24” forcemain will not contain joints or other obstacles inhibiting the installation of a tapping sleeve. It is further assumed that the valve upstream on the 24” force main will create a watertight seal to stop backflow from entering the section of forcemain to be demolished. The cost associated with effort to modify the 24” forcemain or install a new valve in the existing valve vault are not included in the GMP.
- Installation of the permanent 16” bypass line along pipeline appurtenances is included in the GMP. No concrete modification work is included for the modification of the vertical 24” stormwater pump header, at the tee connection in the Backflow Prevention Room. Modifications depicted in the contract documents, required to install the new 24” x 16” tee and 16” permanent bypass line, are included in the GMP. No pipeline modifications beyond what is depicted in the Contract Drawings are included in the GMP.
- It is anticipated that flange coupling adapters fixed to existing pipe will be acceptable for the installation of wastewater pump isolation valves, provided that the flange coupling adapters conform to product requirements in the Contract Documents. The use of flange

Item #	Work Item	Breakout Pricing	Item Total
1	MOBILIZATION		\$ 128,186.00
2	DIVERSION STRUCTURE		\$ 91,167.00
2.1	Demolition	\$ 13,039.00	
2.2	New Installation	\$ 78,128.00	
3	BAR SCREEN		\$ 451,248.00
3.1	Demolition	\$ 25,498.00	
3.2	New Installation	\$ 415,912.00	
3.3	Skylight	\$ 9,837.00	
4	WEIR GATE		\$ 25,938.00
4.1	Demolition & Installation	\$ 25,938.00	
5	SLIDE GATES		\$ 146,269.00
5.1	Demolition	\$ 27,951.00	
5.2	Installation	\$ 118,318.00	
6	SST STOP LOGS		\$ 77,572.00
6.1	Installation	\$ 77,572.00	
7	STORMWATER PUMPS		\$ 224,837.00
7.1	Pump Demo & Installation	\$ 216,324.00	
7.2	Drive Demo	\$ 8,513.00	
8	STORMWATER PUMP CONTROL VALVE		\$ 62,579.00
8.1	Demolition	\$ 11,460.00	
8.2	Installation	\$ 44,684.00	
8.3	Concrete Pipe Supports	\$ 6,434.00	
9	OVERHEAD CRANE		\$ 26,063.00
9.1	Installation	\$ 26,063.00	
10	WASTEWATER VALVES		\$ 85,424.00
10.1	Installation	\$ 85,424.00	
11	16" PERMANENT BYPASS		\$ 410,709.00
11.1	Demo / Structural Repairs	\$ 19,792.00	
11.2	Install Process Piping	\$ 167,728.00	
11.3	Install Underground Pipe	\$ 148,484.00	
11.4	Hot Tap Subcontractor	\$ 55,563.00	
11.5	Thrust Blocking	\$ 19,141.00	

Item #	Work Item	Breakout Pricing	Item Total
12	24" YARD PIPE		\$ 1,036,716.00
12.1	Utility Relocation	\$ 47,069.00	
12.2	Pipe Demolition	\$ 23,589.00	
12.3	Soldier Pile Cell	\$ 413,907.00	
12.4	Earthwork	\$ 103,031.00	
12.5	Forcemain Tie-ins	\$ 64,258.00	
12.6	Air Valve Vault	\$ 50,428.00	
12.7	24" Pipe (PVC and Ductile)	\$ 282,249.00	
12.8	Thrust Blocking	\$ 52,185.00	
13	Additional Valve for Existing Vault		\$ 8,887.00
13.1	Flange Adapters and Bolts	\$ 8,887.00	
14	24" Future Forcemain		\$ 216,210.00
14.1	24" Pipe	\$ 166,818.00	
14.2	Thrust Blocking	\$ 49,391.00	
15	Dewatering		\$ 387,705.00
15.1	Dewatering Subcontractor	\$ 348,846.00	
15.2	Dewatering Subcontractor Support	\$ 38,849.00	
16	Exploratory Excavation		\$ 114,629.00
16.1	Exploratory Ex. Per C3.0 note #3	\$ 114,629.00	
17	Erosion Control & Permits		\$ 29,203.00
17.1	Permits	\$ 14,300.00	
17.2	Erosion Control & Maintenance	\$ 14,903.00	
18	Lift Station Parking Lot Repaving		\$ 100,834.00
18.1	Removal	\$ 22,882.00	
18.2	Base Installation	\$ 26,951.00	
18.3	Paving	\$ 51,000.00	
19	Temporary Sitework		\$ 50,420.00
19.1	Access Road	\$ 27,016.00	
19.2	Fence Removal & Replacement	\$ 23,404.00	
20	Traffic Control		\$ 16,185.00
21	Dog Parking Lot Repave Allowance		\$ 78,380.00
21.1	Removal	\$ 11,252.00	
21.2	Paving	\$ 67,128.00	

Item #	Work Item	Breakout Pricing	Item Total
22	Landscaping and Irrigation		\$ 369,097.00
22.1	Landscaping Subcontractor	\$ 345,216.00	
22.2	Landscaping Sub Support	\$ 23,881.00	
23	Misc. Concrete Repairs		\$ 3,608.00
23.1	Doorway Approach Slab	\$ 1,625.00	
23.2	Column	\$ 1,717.00	
24	Foundation Crack Repair		\$ 8,939.00
25	Pump Room Floor Drain		\$ 86,895.00
25.1	Existing Drain Demo	\$ 27,680.00	
25.2	Existing Drain Pourback	\$ 9,287.00	
25.3	New Drain Demo	\$ 29,005.00	
25.4	New Drain Installation & Pourback	\$ 20,924.00	
26	Pump Support Replacement		\$ 16,260.00
27	HVAC		\$ 59,216.00
27.1	HVAC Subcontractor	\$ 52,755.00	
27.2	HVAC Patching	\$ 6,461.00	
28	Plumbing / Building Water System		\$ 29,296.00
29	Industrial Coatings		\$ 217,586.00
30	Demo Compressor System		\$ 19,068.00
30.1	Compressor Demo	\$ 4,528.00	
30.2	Concrete Pad Demo	\$ 14,540.00	
31	Demo Transfer Fan		\$ 13,294.00
32	Electrical		\$ 821,856.00
32.1	Generator	\$ 217,542.00	
32.2	Generator Concrete & Earthwork	\$ 28,382.00	
32.3	Transfer Switches	\$ 179,410.00	
32.4	MCC Demolition	\$ 15,190.00	
32.5	New Main Distribution Panel	\$ 82,869.00	
32.6	Ultrasonic Level Element/Control Panel	\$ 16,028.00	
32.7	Utility Upgrade Coordination	\$ 116,900.00	
32.8	Interior Lighting	\$ 30,799.00	
32.9	Exterior Lighting	\$ 1,391.00	
32.11	Egress Lighting	\$ 7,895.00	
32.12	All Other Branch Circuitry	\$ 39,647.00	
32.13	Variable Frequency Drives	\$ 85,804.00	

Construction Cost Estimate Totals		
Estimate Subtotal	\$	5,414,276.00
Overhead	\$	1,144,999.00
Bonds, Insurance, Taxes	\$	188,063.00
Fee (5%)	\$	337,366.90
Construction Estimate	\$	7,084,704.90
Construction Contingency (5%)	\$	354,235.25
Owners Contingency (5%)	\$	354,235.25
Guaranteed Max Price	\$	7,793,175.39

ID	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2024			Half 1, 2025			Half 2, 2025			Half 1, 2026			Half 2, 2026			Half 1, 2027		
						J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M	
1	Pre-Construction	223 days	Tue 10/10/23	Thu 8/15/24		Pre-Construction																	
2	GCCM Assistance Tasks	106 days	Tue 10/10/23	Tue 3/5/24		ance Tasks																	
17	Engineering Deliverables and Cost Estimates	163 days	Tue 1/2/24	Thu 8/15/24		Engineering Deliverables and Cost Estimates																	
34	Construction Phase	387 days	Mon 11/11/24	Tue 5/19/26		Construction Phase																	
35	Procurement	300 days	Mon 11/11/24	Fri 1/16/26		Procurement																	
36	Stormwater Pumps	243 days	Mon 11/11/24	Wed 10/22/233		Stormwater Pumps																	
37	Contract Negotiation	8 days	Mon 11/11/24	Wed 11/20/23	33FS+10 days	Contract Negotiation																	
38	Submittals	35 days	Thu 11/21/24	Fri 1/10/25	37	Submittals																	
39	Release Stormwater Pumps	0 days	Fri 1/10/25	Fri 1/10/25	38	Release Stormwater Pumps																	
40	Stormwater Pump Lead Time	200 days	Mon 1/13/25	Wed 10/22/239		Stormwater Pump Lead Time																	
41	Anticipated Delivery to Site	0 days	Wed 10/22/25	Wed 10/22/240		Anticipated Delivery to Site																	
42	Bar Screen & WAP	190 days	Mon 1/13/25	Wed 10/8/25		Bar Screen & WAP																	
43	Contract Negotiation	10 days	Mon 1/13/25	Fri 1/24/25	33FS+10 days	Contract Negotiation																	
44	Submittals	30 days	Mon 1/27/25	Fri 3/7/25	43	Submittals																	
45	Release Bar Screen	0 days	Fri 3/7/25	Fri 3/7/25	44	Release Bar Screen																	
46	Bar Screen Lead Time	150 days	Mon 3/10/25	Wed 10/8/2545		Bar Screen Lead Time																	
47	Anticipated Delivery to Site	0 days	Wed 10/8/25	Wed 10/8/2546		Anticipated Delivery to Site																	
48	Stormwater Pump Control Valves	300 days	Mon 11/11/24	Fri 1/16/26	33	Stormwater Pump Control Valves																	
49	Contract Negotiation	10 days	Mon 11/11/24	Fri 11/22/24	33FS+10 days	Contract Negotiation																	
50	Submittals	40 days	Mon 11/25/24	Tue 1/21/25	49	Submittals																	
51	Release Pump Control Valves	0 days	Tue 1/21/25	Tue 1/21/25	50	Release Pump Control Valves																	
52	Pump Control Valve Lead Time	250 days	Wed 1/22/25	Fri 1/16/26	51	Pump Control Valve Lead Time																	
53	Anticipated Delivery to Site	0 days	Fri 1/16/26	Fri 1/16/26	52	Anticipated Delivery to Site																	
54	24" Plug Valves	200 days	Mon 11/11/24	Thu 8/21/25	22	24" Plug Valves																	
55	Contract Negotiation	10 days	Mon 11/11/24	Fri 11/22/24	33FS+10 days	Contract Negotiation																	
56	Submittals	40 days	Mon 11/25/24	Tue 1/21/25	55	Submittals																	
57	Release Valves	0 days	Tue 1/21/25	Tue 1/21/25	56	Release Valves																	
58	Plug Valve Lead Time	150 days	Wed 1/22/25	Thu 8/21/25	57	Plug Valve Lead Time																	
59	Anticipated Delivery to Site	0 days	Thu 8/21/25	Thu 8/21/25	58	Anticipated Delivery to Site																	
60	16" Plug Valves	150 days	Mon 11/11/24	Wed 6/11/25		16" Plug Valves																	
61	Contract Negotiation	10 days	Mon 11/11/24	Fri 11/22/24		Contract Negotiation																	
62	Submittals	40 days	Mon 11/25/24	Tue 1/21/25	61	Submittals																	
63	Release Valves	0 days	Tue 1/21/25	Tue 1/21/25	62	Release Valves																	
64	16" Plug Valve Lead Time	100 days	Wed 1/22/25	Wed 6/11/2563		16" Plug Valve Lead Time																	
65	Anticipated Delivery to Site	0 days	Wed 6/11/25	Wed 6/11/2564		Anticipated Delivery to Site																	
66	Slide Gates	140 days	Mon 1/13/25	Tue 7/29/25		Slide Gates																	
67	Contract Negotiation	10 days	Mon 1/13/25	Fri 1/24/25		Contract Negotiation																	
68	Submittals	30 days	Mon 1/27/25	Fri 3/7/25	67	Submittals																	
69	Release Gates	0 days	Fri 3/7/25	Fri 3/7/25	68	Release Gates																	
70	Gate Lead Time	100 days	Mon 3/10/25	Tue 7/29/25	69	Gate Lead Time																	
71	Anticipated Delivery to Site	0 days	Tue 7/29/25	Tue 7/29/25	70	Anticipated Delivery to Site																	
72	Site Work General	30 days	Wed 4/30/25	Thu 6/12/25		Site Work General																	
73	Exploratory Excavation	8 days	Wed 4/30/25	Mon 5/12/25	74SF	Exploratory Excavation																	

ID	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2024			Half 1, 2025			Half 2, 2025			Half 1, 2026			Half 2, 2026			Half 1, 2027	
						J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M
74	SWPPP Measures, Fence Installation, Temporary Surfacing, and Equipment Mobilization	10 days	Mon 5/12/25	Tue 5/27/25	75SF							5/12										
75	Remove Wooden Fence	3 days	Tue 5/27/25	Fri 5/30/25	76SF																	
76	Setup Work Areas & Staging	3 days	Fri 5/30/25	Wed 6/4/25	77SF																	
77	Strip Topsoil	1 day	Wed 6/4/25	Thu 6/5/25	78SF																	
78	Install Temporary Access Road	5 days	Thu 6/5/25	Thu 6/12/25	80SF																	
79	Pump Station Building	146 days	Thu 6/12/25	Mon 1/12/26																		
80	16" Bypass Line (Interior Piping)	19 days	Thu 6/12/25	Wed 7/9/25	65																	
81	Pump Room Floor Drain Demolition	7 days	Thu 7/10/25	Fri 7/18/25	80																	
82	Pump Room Floor Drain Replacement	10 days	Mon 7/21/25	Fri 8/1/25	81																	
83	Pump Support Demo and Replace	4 days	Mon 8/4/25	Thu 8/7/25	82																	
84	Remove and Replace Wastewater Valves	6 days	Fri 8/8/25	Fri 8/15/25	83																	
85	Diversion Structure Demo and Replacement	15 days	Mon 8/18/25	Mon 9/8/25	84																	
86	Misc. Concrete Repairs	2 days	Tue 9/9/25	Wed 9/10/25	85																	
87	Demo Screening Room Fan	2 days	Tue 9/9/25	Wed 9/10/25	85																	
88	Bar Screen Demolition	5 days	Thu 10/9/25	Wed 10/15/25	87,47																	
89	Bar Screen Installation	16 days	Thu 10/16/25	Thu 11/6/25	88																	
90	Structure Demo for Slide Gates	2 days	Fri 11/7/25	Mon 11/10/25	89																	
91	Slide Gates Demolition and Installation	12 days	Tue 11/11/25	Wed 11/26/25	127,90																	
92	Structure Demo for Stop Logs	1 day	Mon 12/1/25	Mon 12/1/25	91																	
93	Stop Log Installation	4 days	Tue 12/2/25	Fri 12/5/25	92																	
94	Install Variable Frequency Drives	23 days	Mon 12/8/25	Mon 1/12/26	93																	
95	Stormwater Pumps	63 days	Tue 1/13/26	Thu 4/9/26																		
96	Reconfigure Stormwater Pump Header	2 days	Tue 1/13/26	Wed 1/14/26	94																	
97	Demo Stormwater Pump #3 and Drive	2 days	Thu 1/15/26	Fri 1/16/26	96																	
98	Install Pump #3 Control Valve	2 days	Mon 1/19/26	Tue 1/20/26	97,53																	
99	Install Stormwater Pump #3	7 days	Wed 1/21/26	Thu 1/29/26	98																	
100	Terminate & Elec. Test Pump #3	1 day	Fri 1/30/26	Fri 1/30/26	99																	
101	Startup Stormwater Pump #3	2 days	Mon 2/2/26	Tue 2/3/26	100																	
102	Reconfigure Stormwater Pump Header	2 days	Wed 2/4/26	Thu 2/5/26	101																	
103	Demo Stormwater Pump #2 and Drive	2 days	Fri 2/6/26	Mon 2/9/26	102																	
104	Install Pump #2 Control Valve	2 days	Tue 2/10/26	Wed 2/11/26	103																	
105	Install Stormwater Pump #2	7 days	Thu 2/12/26	Fri 2/20/26	104																	
106	Terminate & Elec. Test Pump #2	1 day	Mon 2/23/26	Mon 2/23/26	105																	
107	Startup Stormwater Pump #2	2 days	Tue 2/24/26	Wed 2/25/26	106																	
108	Reconfigure Stormwater Pump Header	2 days	Thu 2/26/26	Fri 2/27/26	107																	
109	Demo Stormwater Pump #1 and Drive	2 days	Mon 3/2/26	Tue 3/3/26	108																	
110	Install Pump #1 Control Valve	2 days	Wed 3/4/26	Thu 3/5/26	109																	
111	Install Stormwater Pump #1	7 days	Fri 3/6/26	Mon 3/16/26	110																	
112	Terminate & Elec. Test Pump #1	1 day	Tue 3/17/26	Tue 3/17/26	111																	
113	Startup Stormwater Pump #1	2 days	Wed 3/18/26	Thu 3/19/26	112																	
114	WWTP Coatings	15 days	Fri 3/20/26	Thu 4/9/26	113																	

ID	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2024			Half 1, 2025			Half 2, 2025			Half 1, 2026			Half 2, 2026			Half 1, 2027	
						J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M
115	Lift Station Site Work	245 days	Mon 6/2/25	Tue 5/19/26								6/2										
116	Utility Relocations	3 days	Mon 6/2/25	Thu 6/5/25	117SF							6/2										
117	Install Dewatering	5 days	Thu 6/5/25	Thu 6/12/25	118SF							6/5										
118	16" Bypass Line (Buried) & Hot Tap	22 days	Thu 6/12/25	Mon 7/14/25	80SS							6/12										
119	Install Shoring	15 days	Tue 7/15/25	Mon 8/4/25	118							7/15										
120	Excavate for 24" Yard Pipe	8 days	Tue 8/5/25	Thu 8/14/25	119							8/5										
121	Owner - Re-route Flow through Bypass	0 days	Thu 8/14/25	Thu 8/14/25	120							8/14										
122	Demo 24" Main	2 days	Fri 8/22/25	Mon 8/25/25	121,59							8/22										
123	24" Yard Pipe Tie-Ins and Wall Spool	6 days	Tue 8/26/25	Wed 9/3/25	122							8/26										
124	Crack Injection	3 days	Thu 9/4/25	Mon 9/8/25	123							9/4										
125	Install 24" Yard Piping to STA 3+31	27 days	Thu 9/4/25	Fri 10/10/25	123							9/4										
126	Install Vault	3 days	Mon 10/13/25	Wed 10/15/25	125							10/13										
127	Thrust Block Installation	4 days	Thu 10/16/25	Tue 10/21/25	126							10/16										
128	Backfill 24" Yard Pipe	8 days	Wed 10/22/25	Fri 10/31/25	127							10/22										
129	Remove Shoring	3 days	Mon 11/3/25	Wed 11/5/25	128							11/3										
130	End of Owner Bypassing	0 days	Fri 10/31/25	Fri 10/31/25	128							10/31										
131	Install Future Use Forcemain to STA 4+00	16 days	Wed 10/22/25	Wed 11/12/25	127							10/22										
132	Anticipated Winter Shutdown - Civil	0 days	Wed 11/12/25	Wed 11/12/25	131							11/12										
133	Anticipated Spring Startup - Civil	0 days	Mon 4/13/26	Mon 4/13/26																	4/13	
134	Electrical Trenching and Backfill	3 days	Mon 4/13/26	Wed 4/15/26	133							4/13									4/13	
135	Generator Pad	3 days	Thu 4/16/26	Mon 4/20/26	134							4/16									4/16	
136	Prep for Paving	4 days	Tue 4/21/26	Fri 4/24/26	135							4/21									4/21	
137	Paving (Including Dog Park Lot, if required)	4 days	Mon 4/27/26	Thu 4/30/26	136							4/27									4/27	
138	Re-Install Wood Fence	3 days	Fri 5/1/26	Tue 5/5/26	137							5/1									5/1	
139	Irrigation and Landscaping	10 days	Wed 5/6/26	Tue 5/19/26	138							5/6									5/6	
140	Project Closeout	20 days	Wed 5/20/26	Wed 6/17/26																		
141	Closeout & Punchlist	20 days	Wed 5/20/26	Wed 6/17/26	72,79,95,115							5/20									5/20	
142	Project Completion	0 days	Wed 6/17/26	Wed 6/17/26	141							6/17									6/17	

Proposed Division of Work Packages

Bid Item	Work Packages
Concrete	
2	Diversion Structure & Concrete Repairs
23	Misc. Concrete Repairs
26	Pump Support Replacement
Forcemain & Mechanical Piping	
11	16" Permanent Bypass
12	24" Yard Pipe
14	24" Future Forcemain
14	Dewatering
16	Exploratory Excavation
24	Foundation Crack Repair
Mechanical & Process	
3	Bar Screen
4	Weir Gate
5	Slide Gates
6	Stop Logs
7	Stormwater Pumps
8	Stormwater Pump Control Valve
9	Overhead Crane
10	Wastewater Valves
30	Demo Compressor System
Landscaping and Irrigation	
22	Landscaping and Irrigation
Paving	
18	LS Parking Lot
21	Dog Park Lot
Industrial Coatings	
29	Industrial Coatings

Plumbing

- | | |
|----|--------------------------------|
| 25 | Pump Room Floor Drain |
| 28 | Plumbing/Building Water System |

HVAC

- | | |
|----|-------------------|
| 27 | HVAC |
| 30 | Demo Transfer Fan |

Electrical

- | | |
|----|--------------------------|
| 32 | Electrical Work Complete |
|----|--------------------------|

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

This **CONTRACT** is made as of: December 9th, 2024

BETWEEN: Prospect Construction, Inc. (Contractor)
2605 W Broadway St. B (Address)
Missoula, MT 59808 (City, State, Zip)

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

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

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

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

1. ARTICLE 1 – DEFINITIONS

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

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

- 1.1.5. Construction Manager (CM). CM shall have the meaning given herein below as GC/CM and CM/GC.
- 1.1.6. Construction Documents. Construction Documents shall be those prepared by the Design Consultants for the Project as described in the contract between Owner and Design Consultant.
- 1.1.7. Construction Phase. The Construction Phase shall mean the period commencing on the Owner's execution of a GMP Agreement or Early Work Amendment, together with the earlier of (i) issuance by Owner of a Notice to Proceed with any on-site construction or (ii) execution of a subcontract or issuance of a purchase order for materials or equipment required for the Work.
- 1.1.8. Construction Phase Services. Construction Phase Services shall mean all of the Work other than the Preconstruction Phase Services.
- 1.1.9. Contract Documents. Contract Documents shall have the meaning given in the General Conditions of the Contract for Construction.
- 1.1.10. Design Development Documents. The Design Development Documents shall be as described in the scope of services of the Owner's Agreement with the Design Consultant for this Project.
- 1.1.11. Early Work. Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule. of the Project.
- 1.1.12. Early Work Amendment. Early Work Amendment shall mean an Amendment to this Contract executed by and between the parties to authorize Early Work.
- 1.1.13. General Conditions Monthly Expense. General Conditions Monthly Expense (GCME) shall mean the monthly fee paid to cover GCCM's General Conditions Work.
- 1.1.14. General Conditions Work. General Conditions Work ("GC Work") shall mean (i) that portion of the Work required to support construction operations that is not included within overhead covered in the GC/CM Fee or general expense but is called out as GC Work, and (ii) any other specific categories of Work approved in writing by the Owner as forming a part of the GC Work. GC Work is defined and submitted during the GC/CM solicitation phase as well as in Section 5.2 through 5.4, and is described as the General Conditions Monthly Expense.
- 1.1.15. General Contractor/Construction Manager (GC/CM). GC/CM shall mean the entity contracted for by the Owner to provide Pre-Construction and Construction Services as identified in the Preconstruction Phase Services Contract, in this Contract, and in the General Conditions of the Contract for Construction.

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

that identified in the GMP Supporting Documents (but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances).

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

2. ARTICLE 2 – CONTRACT DOCUMENTS

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

3. ARTICLE 3 – SERVICES AND WORK OF THIS CONTRACT

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

3.1.1 TBD; and

3.1.2 TBD, end of list.

3.2 **Preconstruction Phase Services.** The GC/CM agrees to provide all of the Preconstruction Phase Services described in the Preconstruction Phase Services Contract. The Preconstruction Phase shall end on or by **March, 2024**. If Preconstruction Phase continues beyond **March, 2024** through no fault of the GC/CM, additional compensation for extended Preconstruction Services may be negotiated with the Owner. However, commencement of the Construction Phase shall not excuse GC/CM from completion of the Preconstruction Phase Services, if such services have not been fully performed at commencement of the Construction Phase. Early Work approved by the Owner as such in accordance with the Contract Documents shall not be deemed the end of Preconstruction Services or the beginning of the Construction Phase.

3.3 Construction Phase Services.

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

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

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

Construction Phases of the Project, the GC/CM shall provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the Owner, Design Consultant and other designated Project consultants (the "Construction Principals"), all in accordance with the General Conditions of the Contract for Construction and Project Manual. CM Services shall include, but are not limited to:

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

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

4. ARTICLE 4 – CONTRACT SUM AND GMP

- 4.1 Contract Sum. Owner shall pay the GC/CM the "Contract Sum" which shall equal the sum of the Preconstruction Fee, Early Work Amendments, the GMP Agreement, plus any Change Orders as applicable.
- 4.2 The GMP shall be determined in accordance with the formula set forth below and as described in 4.5. The "Cost of the Work" is defined in Article 5. Costs in excess of the GMP shall be paid by the GC/CM without reimbursement by Owner unless adjusted as provided herein. Changes to the GMP shall only be authorized by Amendment or Change Order and approved by the Owner. Any costs or expenses that cause the adjusted GMP approved by the Owner to be exceeded shall be the sole responsibility of and paid by the GC/CM without reimbursement by the Owner.
 - 4.2.1 $GMP = [GC/CM \text{ Fee} \times (\text{General Conditions Monthly Expense} + \text{Estimated Cost of the Work (ECoW exclusive of the Contractor's Contingency)})] + \text{General Conditions Monthly Expense (GCME)} + \text{Estimated Cost of the Work (ECoW inclusive of the Contractor's Contingency)}$
 - 4.2.2 GC/CM Fee of 5 % is calculated on the Estimated CoW (excluding GC/CM's Construction Contingency, or lump-sum Contingency as agreed between Owner and Contractor) + General Conditions Monthly Expense (GCME)
 - 4.2.3 The Contractor will not be due GC/CM Fee on the GC/CM's Construction

Contingency.

4.3 Preconstruction Fee. If GC/CM's costs for provision of Preconstruction Phase Services as set forth in Exhibit A to the Preconstruction Phase Services Contract exceed the maximum Preconstruction Fee, GC/CM shall pay such additional cost without reimbursement by Owner. GC/CM shall not be entitled to any GC/CM Fee upon the Preconstruction Fee. If the total actual Preconstruction Fee is less than the maximum Preconstruction Fee, the GMP shall be reduced by the difference; provided that Owner may direct instead that any applied portion of the maximum Preconstruction Fee be applied to Construction Phase Services, in which case the GMP shall not be reduced by the portion so applied. Except to the extent the parties may expressly agree to the contrary in the GMP Agreement, no Preconstruction Fee or other fee, compensation or reimbursement shall be payable to GC/CM with respect to Preconstruction Phase Services performed after execution of the GMP Agreement.

4.4 Establishment of GC/CM Fee; Adjustments to GC/CM Fee.

4.4.1 The "GC/CM Fee" shall be a fixed percentage of the Estimated Cost of Work identified in the GMP Agreement, and shall be calculated as 5 % of the Estimated Cost of the Work at the time of establishment of the GMP. In making such calculation, the Estimated Cost of the Work shall exclude the Preconstruction Fee, the GC/CM Fee itself, but shall include Allowances, selected alternates, Fixed Cost for GC Work, and GCME's. The GC/CM Fee is inclusive of home office overhead and profit and all other indirect or non-reimbursable costs. Owner shall pay the GC/CM Fee ratably with each application for payment during the Construction Phase. In the case of Early Work, the GC/CM Fee shall be the above percentage multiplied by the actual Cost of the Early Work.

4.4.2 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, and unless the parties agree in writing to the contrary, any Amendment or Change Order that increases or decreases the GMP shall adjust the GC/CM Fee then in effect by multiplying the percentage shown in 4.4.1 by the change in the Estimated Cost of the Work reflected in such approved Amendment or Change Order. For any Amendment or Change Order that increases or decreases the GMP by more than 15%, parties may negotiate a variance to the contract Fee percentage. In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the GC/CM Fee shall be limited to the total GC/CM Fee multiplied by the percentage of Work completed and accepted at the time of termination. The GC/CM Fee percentage shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, Project delays, unanticipated costs, negligence, or unforeseen conditions.

4.5 Determination of GMP.

- 4.5.1 GC/CM shall deliver to Owner a proposed GMP and GMP Supporting Documents at a time designated by Owner during the Preconstruction Phase. If any actual subcontract Bids are available at the time the GMP is being established, GC/CM shall use those subcontract Bids as a basis in establishing the GMP.
- 4.5.2 The GC/CM shall include with its GMP proposal a written statement of its basis (the "GMP Supporting Documents"), which shall include at a minimum:
- 4.5.2.1 A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the GMP proposal.
 - 4.5.2.2 A list of Allowances and a statement of their basis.
 - 4.5.2.3 A list of the clarifications and assumptions made by the GC/CM in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
 - 4.5.2.4 The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP.
 - 4.5.2.5 The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
- 4.5.3 The GC/CM shall meet with the Owner and Design Consultant to review the GMP proposal and the written statement of its basis. If the Owner or Design Consultant discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the GC/CM, who shall make appropriate adjustments to the GMP proposal, its basis or both.
- 4.5.4 Prior to the Owner's acceptance of the GC/CM's GMP proposal and issuance of a Notice to Proceed, the GC/CM shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in an Early Work Amendment.
- 4.5.5 The Owner shall authorize and cause the Design Consultant to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Agreement. Such revised Plans and Specifications shall be furnished to the GC/CM in accordance with schedules agreed to by the Owner, Design Consultant and GC/CM. The GC/CM shall promptly notify the Design Consultant and Owner if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

- 4.5.6 The GMP shall include in the Cost of the Work only those taxes which are applicable to the Project and enacted at the time the GMP or Early Work is established.
- 4.5.7 The Guaranteed Maximum Price shall include the GC/CM's contingency, a sum established for the GC/CM's use, with Owner approval (which may be requested and given in writing by mail or by email), to cover costs which are reimbursable as Cost of the Work but which are not the basis for a Change Order. This contingency is not available for Owner-directed design or scope changes and unforeseen or differing site conditions. GC/CM Contingency costs will be reviewed monthly by the Owner for conformance with the Contract.
- 4.5.7.1 None of the following shall constitute a reimbursable Cost of the Work, or a compensable change order, or be paid for out of the GC/CM Contingency:
- 4.5.7.1.1 Means and methods or changes in means and methods;
 - 4.5.7.1.2 Extensions of time for weather delays (less than 12 days total);
 - 4.5.7.1.3 Extensions of time or delays for other than Owner-directed design or scope changes, unforeseen conditions, or differing site conditions;
 - 4.5.7.1.4 Damaged work or non-conforming work;
 - 4.5.7.1.5 Out-of-sequence work;
 - 4.5.7.1.6 Work or delays attributable to subcontractors and suppliers except unforeseen changes to labor and market conditions; or,
 - 4.5.7.1.7 Delays or costs resulting from GC/CM decisions, management of the project, errors, omissions, or negligence.
 - 4.5.7.1.8 Under no circumstances will any GC/CM Contingency be used for negligence or violations of law, building codes, or regulations.
- 4.5.7.2 All claims for use of GC/CM Contingency shall be submitted as a Change Request pursuant to Article 7. If the parties are unable to reach an agreement, GC/CM Contingency requests shall be subject to Sections 4.2 and 4.3 of the General Conditions of the Contract for Construction. The Owner may, at its sole discretion, approve use of the GC/CM Contingency on an individual event, case-by-case basis, without voiding or waiving the use of Sections 4.2 and 4.3 of the General Conditions of the Contract for Construction.
- 4.5.7.3 All claims for extension(s) of contract time shall be submitted as a Change Request pursuant to Article 7. If the parties are unable to reach an agreement, GC/CM time extension requests shall be subject to Section 4.2 of the General Conditions of the Contract for Construction.
- 4.5.7.4 As otherwise provided in the Contract Documents, the GC/CM shall be liable to the Owner for construction administration expenses, including but not limited to costs of the Design Consultant, as a result of time extensions or delays for other than Owner-directed design or scope changes, weather delays, unforeseen conditions, or differing site conditions.

- 4.5.8 The GC/CM shall work with the Design Consultant and Owner to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project. Owner will direct the Design Consultant to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties at the time the GMP is established. In so doing, Owner acknowledges that GC/CM is providing its services as a Contractor and not a design professional.
- 4.5.9 Notwithstanding the level of detail represented in the GMP Supporting Documents, the GC/CM shall represent and warrant, at the time that it submits the GMP that the GMP includes the entire cost of all components and systems required for a complete, fully functional facilities in accordance with the Project scope agreed upon by all parties at the time the GMP is established.
- 4.5.10 In developing the GMP, the GC/CM shall include and identify such allowances and clarifications within the GMP as may be necessary to pay for elements that are required for a complete, fully functional Project.
- 4.6 Cancellation of Construction Phase Services. The Owner reserves the sole right at any time, with or without cause, to terminate or cancel any or all pre-construction services and/or not pursue a GMP Agreement/Contract with the GC/CM.
- 4.7 Failure to Furnish an Acceptable GMP. If the GC/CM does not furnish a GMP acceptable to Owner within Owner's target GMP range, or if Owner determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to Owner, Owner may terminate this Contract without liability, and the GC/CM shall not receive additional compensation beyond the Preconstruction Fee under this Contract and sums due under any executed Early Work Amendment. Termination under this provision shall proceed under Article 14 of the General Conditions of the Contract for Construction as a termination for Owner's convenience. GC/CM further agrees that Owner shall not be liable for any damages whether actual, consequential or otherwise, for termination of the Contract under this provision.
- 4.8 Acceptance of GMP. Upon acceptance of the GMP by Owner, the parties shall execute this GMP Agreement/Contract.
- 4.9 Owner Savings:
- 4.9.1 If the remainder of the GC/CM Construction Contingency is less than the amount established in the GMP, the total savings shall accrue to the Owner.
- 4.9.2 If the actual and final cost of work, excluding contingencies, is less than the GMP, 80% of the savings shall accrue to the Owner, and 20% of savings shall accrue to the GCCM.
- 4.10 Allowance Work.

- 4.10.1 GC/CM shall not perform any Allowance Work without prior written approval by Owner for the Allowance Work and the price thereof.
- 4.10.2 Owner shall be entitled to apply any Allowance line items that have not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.
- 4.10.3 If the total Cost of the Allowance Work exceeds the total Allowances within the GMP, GC/CM shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance work will be performed within the then-current GMP or (ii) a GMP Agreement or Change Order is executed to increase the GMP by the excess cost of the Allowance work.
- 4.10.4 The Contract Sum shall not include any Allowance items not identified in the GMP Agreement or the GMP Supporting Documents.
- 4.10.5 If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.
- 4.11 Reallocating Projected Cost Under-runs after Bid Buyout. As soon as possible after the awarding of the Work to the primary Subcontractors, GC/CM shall review projected costs and provide the Owner with a buy-out status report showing any projected cost under-runs, reconciling accepted Bids and other reasonably anticipated costs, to the cost estimate used by GC/CM to establish the GMP. This report shall be updated on a monthly basis and until such time that the buyout is complete. GC/CM shall include with its report any underlying documentation requested by Owner used to develop or support such report. GC/CM shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the GC/CM's Contingency. GC/CM does not guarantee any specific line item provided as part of the GMP Agreement, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item with prior notice to the Owner. The GC/CM shall provide a written report to the Owner of any application of underruns in a separate line item. In no event shall GC/CM exceed the total GMP amount.
- 4.12 Notice to Proceed. If Construction Phase Services are commenced under the Contract, then a notice to proceed will be issued by the Owner to begin the designated or full Construction Phase Services ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about **October, 2024** with the actual date to be provided in the GMP Agreement/Contract. A separate Notice to Proceed shall be issued for each Early Work Amendment, if any.
- 4.13 Completion of Project. The GC/CM shall achieve Substantial Completion of the entire Work not later than the date fixed in the Guaranteed Maximum Price Agreement.
- 4.14 Time is of the Essence. All time limits stated in the Contract Documents are of the

essence.

- 4.15 Time Extensions. Notwithstanding provisions for Contract time extensions, Owner and GC/CM agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort.
- 4.15.1 GC/CM agrees to make reasonable effort to recover time from delays that are the GC/CM's responsibility and shall not consider this as a compensable, Owner-directed, or forced acceleration.
- 4.15.1.1 In the event the Owner determines the GC/CM's resources are inadequate to meet the approved construction schedule, the Owner may order the GC/CM to accelerate its performance to give reasonable assurances of timely completion and quality results. Acceleration under this section shall not be deemed a Change Order as provided by the Contract Documents and the GC/CM shall receive no equitable adjustment for such acceleration. Nothing in this section shall be interpreted to relieve the GC/CM of its duties and responsibilities to plan for and complete the work in a timely manner according to the construction schedule.
- 4.15.2 If a compensable time extension is granted by the Owner, the GC/CM shall be limited to \$(to be defined in the GMP Agreement) per day extended overhead (office and field).
- 4.16 Liquidated Damages. The GC/CM acknowledges that the Owner will sustain damages as a result of the GC/CM's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, engineering costs to complete the Project, and costs associated with Contract administration and use of temporary facilities. The GC/CM and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty:
- 4.16.1 The GC/CM agrees to pay to the Owner the liquidated damage sums set forth in the General Conditions for each day of delay or any fraction thereof and further agrees that Owner may deduct such sums from payments the Owner otherwise owes to GC/CM under the Contract. If such deduction does not result in payment to Owner of the assessed liquidated damages in full, GC/CM shall promptly pay any and all remaining sums due to the Owner upon demand.

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

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

5.1.1 Labor Costs.

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

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

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

5.1.1.4 Reasonable costs of employee housing, whether housing is procured directly by the GC/CM or dispersed through additional sustenance/per diem payments to employees.

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

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

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

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

5.1.3.3 Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work, or, upon Owner's request, GC/CM shall pursue return credit with the material supplier. Credit for returned materials shall be provided back to the Project in the form of a reduction in the Cost of the Work. In any case, the credit for returned materials shall be the net cost reduction and shall factor in such costs as re-stocking fees, handling, recording inventory, shipping, or other costs, excluding

supervisory and administrative labor, incurred to attain the return credit.

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

5.1.4.1 Costs, including transportation, installation, maintenance, dismantling, removal, and disposal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the GC/CM in the performance of the Work. If any payment is provided to GC/CM for salvaged, scrapped, or re-sold materials – which were attained specifically for this project, or obtained as a result of demolition of existing infrastructure – then GC/CM shall provide such payment or credit in the form of a corresponding reduction of the Cost of Work.

5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the GC/CM at the site, whether rented from the GC/CM or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed the standard rate paid at the place of the project, and shall not exceed acquisition costs, and for individual items exceeding \$10,000/month, will be subject to Owner's prior approval. GC/CM shall deliver to Owner a list of published rates from time to time at Owner's request. For all items rented or leased, the GC/CM shall charge Owner only the rental charge incurred by GC/CM with no additional administrative or other mark-up. GC/CM shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of the Owner. Efforts shall include, but not be limited to, providing Owner with a rent/buy analysis so that Owner may elect for GC/CM to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with the expected term of rental of the facility at issue. Equipment costs for GC/CM owned equipment shall be reimbursable at the FHWA Hourly Blue Book Rates applicable to the geographic region the Project is in. Reimbursement for GC/CM owned equipment will occur for the hours the equipment is utilized in executing or supporting the work. Cost for equipment on standby, as outlined by the FHWA, will not be reimbursed during the standard execution of the work outlined in the GMP documents. GC/CM will be entitled to equipment standby rates as a reimbursed Cost of the Work, for delays in the progression of work that are outside of the GC/CM's control such as: (i) An unforeseen condition arises hindering or halting the progression of work, (ii) the Owner provides a stop-work order arising from factors outside the GC/CM's control.

5.1.5 Costs of removal of debris from the site.

5.1.6 Cost of internet connection, long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash

expenses of the site office, computers and other supporting administrative equipment and furnishings, but only to the extent such costs are for the benefit of the Work.

- 5.1.7 That portion of the travel and subsistence expenses of the GC/CM's personnel determined by Owner to be reasonable and necessary incurred while traveling in discharge of duties connected with the Work.
- 5.1.8 Other Costs.
 - 5.1.8.1 Premiums and deductibles for insurance directly attributable to this Contract.
 - 5.1.8.2 Payment and Performance bonds directly attributable to this Contract.
 - 5.1.8.3 Applicable sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the GC/CM is liable.
 - 5.1.8.4 Fees and assessments for the trade permits and for other permits, licenses and inspections for which the GC/CM is required by the Contract Documents to pay. Plan review fees, assessments, and impact fees are the responsibility of the Owner.
 - 5.1.8.5 GC/CM deposits lost for causes other than the GC/CM's fault or negligence.
 - 5.1.8.6 Costs of drawings, Specifications and other documents required to complete the Work, except as provided by Owner or Design Consultant.
 - 5.1.8.7 Losses, expenses, or damages during construction and warranty that did not arise from the negligence or wrongful conduct of the GC/CM or its subcontractors.
 - 5.1.8.8 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.
- 5.1.9 Repairs to Damaged, Defective or Nonconforming Work. The Cost of the Work shall also include costs which are incurred by the GC/CM in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property not arising from the actions of the GC/CM.
- 5.2 The Contractor shall be paid a flat monthly rate for General Conditions work required to complete the project, which shall be referred to as the General Conditions Monthly Expense (GCME). GCCM shall be paid a monthly GCME rate of **\$69,725.06**, as payment for the GC Work, including all labor, materials, direct, and indirect costs thereof. GC costs, as defined in Section 5.3, shall be covered exclusively by the payment under General Conditions Monthly Expense.
- 5.3 Costs included below shall be included in, and paid for under the General

Conditions Monthly Expense:

- Senior Project Managers
- Project Managers
- Superintendents
- Superintendent vehicle & maintenance
- Project Engineers
- All detailing department costs
- Shop Support Labor (excluding freight and deliveries)
- Safety Manager and Safety Program Administration
- Internal Quality Control Inspections (excludes Special Inspections and material testing)
- Internal Survey & Layout Equipment (excludes contracted survey work)
- Jobsite Office Trailer Rental
- Jobsite Office Temporary Utilities
- Jobsite Office Furnishings (chairs, shelving, desks, posters, signs)
- Onsite storage such as conex boxes and storage trailers
- Portable Toilet Rentals
- Jobsite computer equipment, software licensing, printers and scanners
- Phone and Internet Services
- Drinking Water

- 5.4 The General Conditions Monthly Expense, less 5% retainage thereon, shall be paid monthly over the number of months of the scheduled Construction Phase. The first payment for General Conditions Monthly Expense may be billed by GCCM with the first pay application following the start of the scheduled construction phase.

After execution of the Construction Contract, but prior to GCCM mobilization to the project site, the Owner shall make payment for the General Conditions Monthly Expense at a reduced rate as payment for the pre-mobilization effort involved in work package document drafting, work package bid letting, subcontractor and supplier contracting, submittal coordination, and activity planning. The pre-mobilization rate for General Conditions Monthly Expense shall be charged at a rate of **\$42,212.00** per month.

If the project completion date extends due to change order(s), unforeseen conditions (as defined by EJCDC), or other circumstances outside the GCCM's control, then payment of the General Conditions Monthly Expense shall continue through the duration of the schedule extension. Should Final Completion be provided earlier than the scheduled completion date, then the Owner shall pay the General Conditions Monthly Expense only through the end of the month Final Completion was granted. No additional payment shall be made for General Conditions Monthly Expense for extensions to the scheduled Final Completion date due to issues with work scheduling, sequencing, subcontractor disputes or

issues, lower than expected productivity, negligence, or other factors within the GCCM's control.

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

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

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

7. ARTICLE 7 – CHANGES IN THE WORK

- 7.1 Price Adjustments. Adjustments to the Guaranteed Maximum Price required by changes in the Work shall be determined by any of the methods listed in the General Conditions of the Contract for Construction, except that, unless the adjustment is based upon fixed pricing or unit pricing:
- 7.1.1 The overhead and profit markup for the GC/CM shall be limited to the GC/CM Fee adjustment except for self-performed packages that GC/CM is awarded on a competitive basis consistent with other Subcontract bid packages which may include overhead and profit associated with the self-performed work;
 - 7.1.2 The increase or decrease in the Estimated Cost of the Work, other than for subcontract work, shall be calculated pursuant to Articles 5 and 6 above, instead of being based on GC/CM's direct costs as defined in the General Conditions of the Contract for Construction; and,
 - 7.1.3 In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental mark-up provided in the General Conditions of the Contract for Construction, and shall not be modified by Articles 5 and 6 above.
- 7.2 Adjustments to GMP. Adjustments to the GMP after execution of the GMP Agreement may be made only (i) in the event of Scope Changes or (ii) as otherwise expressly provided in this Contract, and then only in accordance with the following procedure:
- 7.2.1 GC/CM shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of GC/CM, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.
 - 7.2.2 Changes to the GMP shall be initiated by written notice by one party to the other. GC/CM shall deliver any such GMP Change Request to Design Consultant and Owner's Authorized Representative within thirty (30) days after discovery of any Scope Change if, in GC/CM's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
 - 7.2.3 GC/CM shall submit its GMP Change Requests as soon as possible, and GC/CM shall not be entitled to claim a GMP increase unless GC/CM submitted a GMP Change Request to Owner's Authorized Representative and to Design Consultant within the earlier of (a) thirty (30) days after GC/CM has received the information constituting the basis for the claim, or (b) as to Work already solicited, prior to commencement of the portion of the Work for which GC/CM intends to claim a Scope Change; and (c) in any event, prior to GC/CM's signing of a Change Order for the Scope Change.
 - 7.2.4 Owner may, at any time, submit a GMP Change Request requesting a reduction

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

8. ARTICLE 8 – SUBCONTRACTS AND OTHER CONTRACTS

8.1 General Subcontracting Requirements.

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

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

8.2 GC/CM's Obligations under Subcontracts.

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

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

8.2.3 Retainage from Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to the same retention withholding requirements as the Prime Contract. The Owner and the GC/CM shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors.

8.3 Subcontractor Selection.

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

8.3.2 GC/CM shall submit to the Owner its proposed procurement documents for review and comment before they are issued for solicitation. GC/CM shall consider and respond to all Owner comments regarding any proposed bid packages. As bids are received, GC/CM shall submit to the Owner a bid comparison in a mutually agreeable form together with any supplemental records requested by Owner. The competitive process used to award subcontracts by the GC/CM may be monitored by the Owner; provided that such monitoring shall not excuse GC/CM from compliance with the subcontracting requirements of this Contract. GC/CM shall cooperate in all respects with Owner's monitoring. The Owner shall be advised in advance of and be given the opportunity to be present at bid openings, and GC/CM

shall provide Owner a summary or abstract of all Bids in a form acceptable to the Owner, and copies of particular bids if requested, prior to GC/CM's selection of Bidders. Prior to opening bids, the GC/CM agrees to disclose in writing to Owner any financial interest it has in any such Subcontractor, supplier or other contracting party whenever such Subcontractor, supplier or contracting party intends to compete on any Project work, directly or indirectly, including whether such party is an Affiliate of GC/CM. GC/CM shall also disclose to Owner seven (7) days in advance if they will be providing a bid as a self-performed scope of work.

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

8.3.3.1 For work packages with an estimated value of more than \$80,000, solicitations will be advertised by bids as required by MCA § 7-5-4302.

8.3.3.2 For subcontracts anticipated to be over \$5,000 but under \$80,000, the GC/CM shall either: (i) solicit proposals from a minimum of two firms for each work package, or (ii) advertise bids publicly through a local plans exchange service.

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

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

8.3.3.5 If fewer than three (2) bids for a scope of work are submitted in response to any solicitation (inclusive of any bid submitted by GC/CM), prior written approval by Owner shall be required before awarding a subcontract for said scope of work. Field Work and/or Subcontracting/Self-Performed Work by the GC/CM shall be competitively bid, with solicitations advertised per MCA § 7-5-4302, and subject to the same Owner review and oversight as all other competitively bid subcontractor scopes of work.

8.3.3.6 GC/CM may develop and implement a prequalification process for particular solicitations, followed by selection of successful bids among those bidders that GC/CM determines meet the prequalification standards, with Owner's prior approval of such prequalification process. The Owner may also require the GC/CM prequalify subcontracted services wherein specialized experience and expertise are considered critical to project success. Construction Phase activities expected to be prequalified include:

a) TBD

- 8.3.3.7 GC/CM shall comply, and require Subcontractor compliance with, State of Montana Department of Labor & Industry prevailing wage rates as specified at the date of Construction Contract execution.
- 8.3.3.8 Owner may at its sole discretion, require GC/CM to re-solicit for Bids based on the same or modified documents. If GC/CM does receive a responsive and responsible bid within the initial solicitation, Owner shall be responsible for all cost and schedule overruns due to Owner directed re-solicitation except where cause of re-solicitation is the fault of the GC/CM.
- 8.3.3.9 GC/CM shall review all Bids and shall work with Bidders to clarify Bids, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
- 8.3.3.10 The GC/CM will document any and all discussions, questions and answers, modifications and responses to or from any Bidder and ensure that the same are distributed to all Bidders, and Owner shall be entitled to inspect such documentation on request.
- 8.3.3.11 GC/CM shall determine the apparent low responsive and responsible Bid for each solicitation that meets GC/CM's reasonable performance standards and subcontracting requirements for the components of the Work at issue. In evaluating the responsiveness of bid proposals, the GC/CM, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. If GC/CM determines it is unable to execute a suitable subcontract with the apparent low responsive and responsible Bidder, GC/CM may, with Owner's prior approval, execute a subcontract with the second-lowest responsive and responsible Bidder. This section does not preclude the award of a sub-contract to any Bidder selected as part of a pre-qualification process.
- 8.3.4 With authorization by Owner, Work may be subcontracted on other than a competitive bidding process, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require GC/CM's agreement to establish and implement qualification and performance criteria for Bidders, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging requirements for Subcontractor work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner.
- 8.3.5 GC/CM shall notify Owner in writing in advance before award of any proposed

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

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

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

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

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

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

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

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

9. ARTICLE 9 – RECORDS, ACCOUNTING, AUDITING

- 9.1 Accounting and Audit Access. The GC/CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to Owner. Owner and Owner's representatives, including the City of Great Fall's accountants and auditors, shall be afforded reasonable and regular access to the GC/CM's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and

the GC/CM shall preserve these for a period of ten (10) years after final payment, or for such longer period as may be required by law.

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

10. ARTICLE 10 – REPRESENTATIONS AND WARRANTIES

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

11. ARTICLE 11 – MISCELLANEOUS

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

- 11.4.3.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with the General Conditions;
- 11.4.3.3 Add the GC/CM Fee. The portion of the GC/CM Fee payable shall be an amount that bears the same ratio to GC/CM Fee as the sum of the amounts in the two preceding Clauses bears to the Cost of the Work, but in no event causing the total GC/CM Fee payments to exceed the total GC/CM Fee, except as modified by the Amendments and Change Orders;
- 11.4.3.4 Subtract the aggregate of previous payments made by and retained by the Owner;
- 11.4.3.5 Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by the Owner in such documentation;
- 11.4.3.6 Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents; and,
- 11.4.3.7 Subtract 5% retainage on the entire progress payment (with the exception of Pre- Construction Services).

12. ARTICLE 12 – REPRESENTATIVES

- 12.1 Owner's Representative. The Owner's Representative shall be _____ with _____ or such other individual as the Owner shall designate in writing. Whenever approval or authorization from or communication or submission to the Owner is required by the Contract Documents, such communication or submission shall be directed to the Owner's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when the Owner's Representative is not available, the GC/CM may direct its communication or submission to other designated Owner personnel or agents and may receive approvals or authorization from such persons.
- 12.2 GC/CM Representative. The GC/CM's Representative for the purpose of this Agreement shall be GC/CM's Project Manager and Superintendent (if assigned by GC/CM). GC/CM's Representatives are duly appointed representatives and each has the authority to bind the GC/CM to any and all duties, obligations and liabilities under the Contract Documents and any Amendments or Change Orders thereto. Whenever direction to or communication with the GC/CM is required by the Contract Documents, such direction or communication shall be directed to the GC/CM's Representatives; provided, however, that in exigent circumstances when GC/CM's Representatives are both not available, the Owner may direct its direction or communication to other designated GC/CM personnel or agents.


13. ARTICLE 13 – CONTRACT ATTACHMENTS, APPENDICES, EXHIBITS

- GC/CM Request for Qualifications and Proposal and Responses thereto
- Guaranteed Maximum Price Agreement
- Conditions of the Contract (General, Supplementary and other Conditions),
- Drawings, Specifications, Addenda issued prior to execution of the Contract
- Prevailing Wage Rates
- Project Manual
- Certificates of Insurance
- Payment and Performance Bonds

CITY OF GREAT FALLS, MONTANA

CONTRACTOR: Prospect Construction, Inc.

By: _____

By:  _____

Print Name: Gregory T. Doyon

Print Name: Chris Janes

Print Title: City Manager

Print Title: Vice President

Date: _____

Date: 12/9/24 _____

ATTEST: _____

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

* APPROVED AS TO FORM:

By: _____
David G. Dennis, City Attorney*

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

GENERAL CONDITIONS OF THE CONTRACT

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

1. **ARTICLE 1 – GENERAL PROVISIONS**

1.1. **BASIC DEFINITIONS**

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

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

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

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

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

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

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

Work, and performance of related services.

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

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

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

1.3. CAPITALIZATION

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

1.4. INTERPRETATION

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

1.5. EXECUTION OF THE CONTRACT AND CONTRACT DOCUMENTS

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

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

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

2. ARTICLE 2 – THE OWNER

2.1. THE CITY OF GREAT FALLS

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

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

2.2. OWNER'S RIGHT TO STOP WORK

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

2.3. OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.4. OWNER'S RIGHT TO PERSONNEL

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

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

3. **ARTICLE 3 – THE CONTRACTOR**

3.1. **GENERAL**

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

3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

3.3. SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

3.4. LABOR, WAGES, AND MATERIALS

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

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

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

3.4.4. Prevailing Wages and Montana Residents.

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

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

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

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

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

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

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

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

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

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

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

3.5. WARRANTY AND GUARANTEE

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

3.5.2. The Contractor shall and does hereby warrant and guarantee all work, workmanship, and materials for the full warranty period as specified in the Contract Documents. The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for two (2) calendar years from the date of Final Acceptance of the entire project by the Owner. The date of Final Acceptance shall be the date of the Owner's signature on the final request for payment unless otherwise agreed upon in writing for the entire project or any portion thereof, by the Owner and Contractor.

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

3.6. TAXES

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

3.7. PERMITS, FEES, AND NOTICES

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

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

3.8. ALLOWANCES

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

3.9. CONTRACTOR'S PERSONNEL

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

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

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

3.10. CONSTRUCTION SCHEDULES

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

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

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

3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

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

3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1. Definitions:

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

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

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

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

3.13. USE OF SITE

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

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

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

3.14. CUTTING AND PATCHING

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

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

3.15. WORK HOURS, CLEAN UP, AND SITE CONTROL

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

3.16. ACCESS TO WORK

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

3.17. ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18. INDEMNIFICATION

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

4. ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.1. OWNER'S ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

4.2. CLAIMS AND DISPUTES

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

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

- 4.2.1.1.1. A written notice of a claim must be provided to the other party within twenty-one (21) days after the occurrence of the event or the claim is waived by the claiming party and void in its entirety.
- 4.2.1.1.2. Claims must be initiated by separate, clear, and distinct written notice within the twenty-one (21) day time frame to the other party and must contain the notarized statement in Section 4.2.1.5 when the claim is made by the Contractor. Discussions in any form with the Owner, whether at the site or not, do not constitute initiation of a claim. Notes in project meeting minutes, email correspondence, change order proposals, or any other form of documentation does not constitute initiation of a claim. The written notice must be a separate and distinct correspondence provided in hardcopy to the Owner and must delineate the specific event and outline the causes and reasons for the claim whether or not cost or time have been fully determined. Written remarks or notes of a generic nature are invalid in their entirety. Comments made at progress meetings, project site visits, inspections, emails, voice mails, and other such communications do not meet the requirement of providing notice of claim.
- 4.2.1.1.3. Physical Injury or Physical Damage. Should the Owner or Contractor suffer physical injury or physical damage to person or property because of any error, omission, or act of the other party or others for whose acts the other party is legally and contractually liable, claim will be made in writing to the other party within a reasonable time of the first observance of such physical injury or physical damage but in no case beyond thirty (30) days of the first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. The provisions of this section shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose. In all such cases, the indemnification provisions of the Contract shall be effectual and the Contractor's insurance shall be primary and in full effect.
- 4.2.1.2. All Claims must contain sufficient justification and substantiation with the written notice or they may be rejected without consideration by the other party with no additional impact or consequence to the Contract Sum, Contract Time, or matter(s) in question in the Claim.
- 4.2.1.3. If additional compensation is claimed, the exact amount claimed and a breakdown of that amount into the following categories shall be provided with each and every claim:
- 4.2.1.3.1. Direct costs (as listed in Sections 7.3.9.1 through 7.3.9.5);

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

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

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

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

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

_____ (Name)

_____ (Title)

Of _____ (Company)

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

(Signature)

(Date)”

4.2.2. Continuing Contract Performance.

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

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

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

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

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

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

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

4.2.4. Claims for Additional Cost.

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

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

4.2.5. Claims for Additional Time

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

4.3.5.2. Weather Delays:

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

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

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

- 4.2.6.1.1 damages incurred by the Owner for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and,
 - 4.2.6.1.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, income, and for loss of profit.
- 4.2.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this waiver of consequential damages shall be deemed to preclude an award of liquidated or actual damages, when applicable, in accordance with the requirements of the Contract Documents.

4.3. RESOLUTION OF CLAIMS, DISPUTES, AND CONTROVERSIES

- 4.3.1. Either party may submit a Claim to the other party in accordance with the Contract. After submission of the Claim, the parties will attempt in good faith to resolve the Claim through negotiation.
- 4.3.2. A Claim subject to or related to liens or bonds shall be governed by applicable law regarding notices, filing deadlines, and resolution of such Claim prior to any resolution of such Claim as provided herein, except for claims made by the Owner against the Contractor's bonds.
- 4.3.3. Pending final resolution of a Claim, including but not limited to settlement, mediation, or initiation of court proceedings, unless otherwise mutually agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract on Work or amounts not in dispute.
- 4.3.4. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.
- 4.3.5. If the parties are unable to resolve the Claim or other dispute within thirty (30) days from the date the Claim or other dispute was first raised by a party, then such dispute shall be resolved in a court of competent jurisdiction in Cascade County, Montana and no other venue.

5. ARTICLE 5 – SUBCONTRACTORS

5.1. DEFINITION

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

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

- 5.2.1. Unless otherwise stated in the Contract Documents or is subject to bidding, the Contractor, as soon as practicable after award of the Contract and in no instance later than thirty (30) days after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating

- whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.
- 5.2.2. The Contractor shall not contract with a proposed person or entity to which the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 5.2.3. If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- 5.2.4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitute. The Contractor shall not change or substitute for a Subcontractor who was required to be listed on the bid without first getting the approval of the Owner.

5.3. SUBCONTRACTUAL RELATIONS

- 5.3.1. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- 5.3.2. Upon written request by the Owner, the Contractor shall require its subcontractors to provide to it performance and payment securities for their portion of the Work in the types and form defined in statute (MCA §§ 18-2-201 and 18-2-203) for all sub-contractual agreements.
- 5.3.3. The Contractor shall prepare a Subcontractors' and Suppliers' chart in a format acceptable to the Owner which lists by name, all contact information, job category, and responsibility the Contractor's Subcontractors (at all tiers or levels) and Suppliers with a pecuniary interest in the Project of greater than \$5,000.00. The chart shall be provided to the Owner at the time of the preconstruction conference but no less than thirty (30) days after receiving the Notice to Proceed for construction.
- 5.3.4. All Contractors and Subcontractors to this contract must comply with all Montana Department of Labor and Industry requirements, regulations, rules, and statutes.
- 5.3.5. In compliance with state statutes, the Contractor will have the 1% Gross Receipts Tax withheld from all payments. Each "Public Contractor" includes all Subcontractors with contracts greater than

\$5,000 each. The Contractor and all Subcontractors will withhold said 1% from payments made to all Subcontractors with contracts greater than \$5,000.00 and make it payable to the Montana Department of Revenue. The Contractor and all Subcontractors shall also submit documentation of all contracts greater than \$5,000.00 to the Montana Department of Revenue on the Department's prescribed form.

5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

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

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

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

6.1.1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.2.

6.1.2. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

6.2. MUTUAL RESPONSIBILITY

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

6.3. OWNER'S RIGHT TO CLEAN UP

- 6.3.1. If a dispute arises among the Contractor, separate contractors and the Owner as to the

responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner will determine the responsibility of those involved and allocate the cost accordingly.

7. ARTICLE 7 – CHANGES IN THE WORK

7.1. GENERAL

- 7.1.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Minor changes as ordered by the Owner has the definition provided in Section 7.4.
- 7.1.2. A Change Order shall be based upon agreement between the Owner and Contractor; a Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner alone.
- 7.1.3. Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- 7.1.4. No act, omission, or course of dealing, shall alter the requirement that Change Orders or Construction Change Directives shall be in writing and signed by the Owner, and that Change Orders and Construction Change Directives are the exclusive method for effecting any adjustment to the Contract. The Contractor understands and agrees that neither the Contract Sum nor the Contract Time can be changed by implication, oral agreement, verbal directive, or unsigned Change Order.

7.2. CHANGE ORDERS

- 7.2.1. A Change Order is a written instrument prepared by the Contractor and signed by the Owner and Contractor, stating their agreement upon all of the following:
 - 7.2.1.1. change in the Work;
 - 7.2.1.2. the amount of the adjustment, if any, in the Contract Sum; and,
 - 7.2.1.3. the extent of the adjustment, if any, in the Contract Time.
- 7.2.2. The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:
 - 7.2.2.1. per the limitations of this section, plus a maximum total combined allowance of ____% for overhead and profit for the GCCM. The allowance for overhead and for profit are limited to the percentage as specified herein unless they are determined to be unreasonable by the Owner (not the Contractor) per Section 7.3.9 for each Change Order or Construction Change Directive; or,
 - 7.2.2.2. by one of the methods in Section 7.3.4, or as determined by the Owner per Section 7.3.9, plus a maximum total combined allowance of ____% for overhead and profit for the GC/CM. Subcontractors shall be limited to a maximum total combined allowance of **15.0%** for overhead and profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Owner (not the Contractor) per Section 7.3.9 for each Change Order or Construction Change Directive.
 - 7.2.2.3. The Contractor's proposed increase or decrease in cost shall be limited to costs listed in

Sections 7.3.9.1 through 7.3.9.5.

- 7.2.3. The Contractor shall not submit any Change Order, response to requested cost proposals, or requested changes which are incomplete and do not contain full breakdown and supporting documentation in the following three areas:
- 7.2.3.1. Itemized direct costs (only those listed in Sections 7.3.9.1 through 7.3.9.5 are allowable);
 - 7.2.3.2. Itemized indirect costs (as defined by Section 7.2.5); and
 - 7.2.3.3. Itemized Delay and Cost Impact Items (e.g. time extensions, credits, logic, reasonableness, impacts, disruptions, dilution).
 - 7.2.3.4. The Contractor shall provide a complete description detailing and summarizing all work involved.
- 7.2.4. Any Change Order, responses to requested proposals, or requested changes submitted by the Contractor which, in the opinion of the Owner, are incomplete, may be rejected and returned to the Contractor without comment. It is the responsibility of and incumbent upon the Contractor to ensure and confirm that all Change Orders, responses to requested proposals, or requested changes are complete prior to submission.
- 7.2.5. Overhead, applicable to all areas and sections of the Contract Documents, means "Indirect Costs" as referenced in Section 7.2.3.2. Indirect costs are inclusive of, but not limited to, the following: home office overhead; off-site supervision, except as directly related to the work; home office project management, except as directly related to the work; effects of disruption and dilution of management and supervision off-site; time delays; coordination of trades; postage and shipping; and, effective increase in guarantee and warranty durations. Indirect costs applicable to any and all changes in the work, either through Change Order or Construction Change Directive, are limited to the percentage allowance for overhead in Section 7.2.2.
- 7.2.6. By signature on any Change Order, the Contractor certifies that the signed Change Order is complete and includes all direct costs, indirect costs and consequential items (including additional time, if any) and is free and clear of all claims or disputes (including, but not limited to, claims for additional costs, additional time, disruptions, and/or impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning the signed change order and on all previously contracted Work and does release the Owner from such claims or demands.
- 7.2.7. Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes which affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time, shall not result in an increase in the Contract Time.
- 7.2.8. Supervision means on-site, field supervision and not home office overhead, off-site management or off- site supervision, except as directly related to the work.
- 7.2.9. Labor means those persons engaged in construction occupations as defined in Montana Prevailing Wage Rates applicable to the Project and does not include design, engineering, superintendence, management, on-site field supervision, home office or other off-site management, off-site supervision, office or clerical work.
- 7.2.10. No such change is effective until the Owner and Contractor sign the Change Order.

7.3. CONSTRUCTION CHANGE DIRECTIVES

- 7.3.1. A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 7.3.2. Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Construction Change Directive, shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time shall not result in an increase in the Contract Time.
- 7.3.3. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.
- 7.3.4. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
- 7.3.4.1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - 7.3.4.2. unit prices stated in the Contract Documents or subsequently agreed upon;
 - 7.3.4.3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;
 - 7.3.4.4. by actual cost as shown by the Contractor's and Subcontractor's itemized invoices; or
 - 7.3.4.5. as provided in Section 7.3.9.
- 7.3.5. Costs shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits under collective bargaining agreements; workers' compensation insurance; bond premiums; and rental value of power tools and equipment.
- 7.3.6. Overhead and profit allowances shall be limited on all Construction Change Directives to those identified in 7.2.2.
- 7.3.7. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.8. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.9. If the Contractor does not respond or disagrees with the method for adjustment in the Contract Sum in writing within seven (7) days, the method and the adjustment made shall be determined by the Owner on the basis of reasonable expenditures and/or savings of those performing the Work directly attributable to the change including, in the case of an increase in the Contract Sum, plus an allowance for overhead and profit as listed under Section 7.2.2. In such case, and also under

Clause 7.3.4.3, the Contractor shall keep and present, in such form as the Design Consultant may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.9 shall be limited to the following:

- 7.3.9.1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance as determined by the Prevailing Wage Schedules referenced in the Contract Documents;
 - 7.3.9.2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - 7.3.9.3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - 7.3.9.4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and,
 - 7.3.9.5. additional costs of field supervision and field office personnel directly attributable to the change.
- 7.3.10. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 7.3.11. Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Owner will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.
- 7.3.12. When the Owner and Contractor reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4. MINOR CHANGES IN THE WORK

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

8. ARTICLE 8 – TIME

8.1. DEFINITIONS

- 8.1.1. Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When any duration or time period is referred to in the Contract Documents by days, the first day shall be determined as the day following the current day of any event or notice starting a specified duration.
- 8.1.2. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

- 8.1.3. The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER.
- 8.1.4. The date the Contractor reaches Substantial Completion is the date certified by the Owner in accordance with Section 9.8.
- 8.1.5. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- 8.1.6. Liquidated Damages. The GC/CM acknowledges that the Owner will sustain damages as a result of the GC/CM's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, engineering costs to complete the Project, and costs associated with Contract administration and use of temporary facilities. The GC/CM and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty:
- 8.1.6.1 The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: Five-Hundred Dollars (\$ \$500).
- 8.1.7. The Contractor shall not be charged liquidated or actual damages when delay in completion of the Work is due to:
- 8.1.7.1. Any preference, priority or allocation order issued by a public authority having jurisdiction over this Project;
- 8.1.7.2. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. All such occurrences resulting in delay must be documented and approved by Change Order; or,
- 8.1.7.3. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in 8.1.7.1 and 8.1.7.2 of this article.
- 8.1.8. The Contractor is completely obligated and responsible to provide written notice of each day of delay as provided for in Section 3.1.8. If delays to the Project are encountered for any reason, the GC/CM and Owner shall collaborate and mutually take reasonable steps to mitigate the effects of such delays, regardless of cause or fault. In order to mitigate the effects of delays, it is incumbent upon and the responsibility of the GC/CM to provide notification of delays as provided in Section 3.10.8. The Owner may require the GC/CM to accelerate its Work or Services by increasing workers and equipment, working overtime, or scheduling additional shifts. If the GC/CM is behind schedule for reasons other than delays beyond the control of both parties as provided in Section 4.2.5.3 or compensable delays, the acceleration costs will be borne by the GC/CM, who may allocate Contractor's Contingency in payment of such costs. If the GC/CM is directed to accelerate to overcome an Owner-caused delay that would otherwise entitle the GC/CM to an extension of the Contract Time and/or additional compensation, then the corresponding cost increase of acceleration shall be attributable to the Owner.
- 8.1.9. Contract Time. All work shall reach Substantial Completion (or Final Acceptance) by the date fixed in the Guaranteed Maximum Price Agreement.

8.2. PROGRESS AND COMPLETION

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

9. ARTICLE 9 – PAYMENTS AND COMPLETION

9.1. CONTRACT SUM

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

9.2. SCHEDULE OF VALUES

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

9.3. APPLICATIONS FOR PAYMENT

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

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

the payment.

9.4. OWNER'S APPROVAL OF APPLICATIONS FOR PAYMENT

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

9.5. DECISIONS TO WITHHOLD APPROVAL OF APPLICATION FOR PAYMENT

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

9.5.1.1. defective Work not remedied;

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

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

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

9.5.1.5. damage to the Owner or another contractor;

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

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

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

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

9.6. PROGRESS PAYMENTS

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

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

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

9.7. FAILURE OF PAYMENT

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

9.8. SUBSTANTIAL COMPLETION

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

- discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion.
- 9.8.5. The Contractor shall ensure the project is Substantially Complete prior to requesting any inspection by the Owner so that no more than one (1) inspection is necessary to determine Substantial Completion for all or any portion of the Work. If the Contractor does not perform adequate inspections to develop a comprehensive list as required in Section 9.8.2 and does not complete or correct such items upon discovery or notification, the Contractor shall be responsible and pay for the costs of the Owner's additional inspections to determine Substantial Completion. Prior to the inspection, the Contractor shall complete the final clean-up of the Project site which, unless otherwise stated in the Contract Documents, shall consist of:
- 9.8.5.1 Removal of all debris and waste. All construction debris and waste shall be removed from the campus grounds. Use of the Owner trash containers will not be permitted;
- 9.8.5.2 Cleaning of exterior and interior surfaces exposed to view;
- 9.8.5.3 Removal of temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces;
- 9.8.5.4 Cleaning equipment and fixtures to a sanitary condition;
- 9.8.5.5 Replacement of air filters in mechanical equipment;
- 9.8.5.6 Removal of obstructions and flush debris from drainage system;
- 9.8.5.7 Cleaning site, including sweeping paved areas and raking clean other surfaces;
- 9.8.5.8 Repairing all Work damaged during cleaning; and
- 9.8.5.9 Removal of all temporary structures and barricades.
- 9.8.6. When the Owner agrees that the Work or designated portion thereof is Substantially Complete, the Contractor will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. After issuance of the Certificate of Substantial Completion, the Contractor shall finish and complete all remaining items within thirty (30) days of the date on the Certificate. The Owner shall identify and fix the time for completion of specific items which may be excluded from the thirty (30) calendar day time limit. Failure to complete any items within the specified time frames may be deemed by the Owner as default of the Contract on the part of the Contractor.
- 9.8.7. The Certificate of Substantial Completion shall be submitted to the Owner for its written acceptance of responsibilities assigned to Owner and Contractor in such Certificate. Upon such acceptance and consent of surety if there are claims or past payment issues, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
- 9.8.8. To the extent provided in the Contract Documents or in the Certificate of Substantial Completion, the Owner, upon execution of the Certificate of Substantial Completion or occupation by the Owner

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

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

9.9. PARTIAL OCCUPANCY OR USE

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

9.10. FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

- 9.10.6. The date of Final Payment by the Owner shall constitute Final Acceptance of the Work. The determining date for the expiration of the warranty period shall be as specified in Sections 3.5 and 12.2.2.
- 9.10.7. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.10.8. Acceptance of final payment by the Contractor, a Subcontractor, or material supplier, shall constitute a waiver of any and all obligations, liens, claims, security interests, encumbrances and/or liabilities against the Owner except those previously made in writing per the requirements of Section 4.3 and as yet unsettled at the time of submission of the final Application for Payment.
- 9.10.9. The Owner's issuance of Final Payment does not constitute a waiver or release of any kind regarding any past, current, or future claim the Owner may have against the Contractor and/or the surety.

10. ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1. SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

- 10.2.1 The Contractor must take reasonable precautions for the safety of, and must provide reasonable protection to prevent damage, injury or loss to:
 - 10.2.1.1 All persons at the Site and other persons who may be affected by the Work or other operations of the Contractor;
 - 10.2.1.2 the Work and materials and equipment to be incorporated therein or otherwise utilized in the performance of the Contract, whether in storage on or off the Site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - 10.2.1.3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 10.2.2 The Contractor must repair and/or replace that portion of the work and any materials or equipment to be incorporated therein and any tools or equipment of the Contractor necessary or beneficial to performance of the Work which are damaged or stolen due to vandalism, theft or any other criminal

- mischief at its expense whether or not covered by insurance. No increase in the Contract Sum will be granted to the Contractor as a consequence of any delay, impacts or inefficiencies resulting from any act of vandalism, theft or other criminal mischief whether or not caused or contributed to by the Contractor's negligence. The Parties may agree to an extension of Contract Time in such circumstances as they agree is appropriate.
- 10.2.3 The Contractor must implement and maintain, as required by the Contract Documents, applicable laws and regulations and orders of public authorities having jurisdiction (without limitation OSHA and State of Montana safety agencies and authorities), manufacturers' instructions or recommendations, existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including issuing appropriate notices, distributing material safety data sheets and other hazard communication information, providing protective clothing and equipment, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 10.2.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 10.2.5 The Contractor must not load nor permit any part of any structure at the Site to be loaded or subjected to stresses or pressures so as to endanger its safety or that of adjacent structures or property.
- 10.2.6 The Contractor shall reject the use of any Hazardous Material in the construction of the Project, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. It is the Owner's intent to specify and approve only materials and products for this Project that are free of such hazardous material. If the Contractor becomes aware of that any Subcontractor, material supplier or manufacturer intends to supply or install products or services for the Project that contain such materials, the Contractor shall promptly notify the Owner in writing. Further, if any such materials are discovered in the course of the construction, the Contractor shall notify the Owner immediately. Construction Manager shall comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Department of Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City of Great Falls ordinances. When explosives or other hazardous materials or equipment are stored or used or unusual methods are employed in the performance of the Work, the Contractor must exercise utmost care and conduct such activities under supervision of properly qualified personnel.
- 10.2.7 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of any of the other party's employees or agents, or of others for whose acts it is contended that the other party is liable, written notice of such injury or damage, whether or not insured, must be given to the other party within a reasonable time not exceeding twenty-one (21) days after the onset or occurrence of such damage or injury or such shorter time as may be required by the Occupational Safety Hazards Administration (OSHA). The notice must provide sufficient detail to enable the other party to investigate the matter. If notice is not received within the time specified, any claim arising from the occurrence will be deemed to be conclusively waived, except to the extent of any applicable insurance (excluding self-insurance) coverage covering such occurrence. The provisions of this Section may not be used by the Contractor in lieu of the requirements of Article 7 when the Contractor is seeking an adjustment in the Contract Sum and are in addition to the requirements of Article 8 when the Contractor is seeking an adjustment in the Contract Time.
- 10.2.8 The Contractor must promptly remedy, at its sole cost and expense, damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, unless otherwise instructed in writing by the Owner.

This obligation is in addition to, and not in limitation of, the Contractor's obligations for indemnification under Section 3.18 and the Contractor's responsibility to repair and or replace that portion of the Work and any materials and equipment to be incorporated therein which are damaged as a result of criminal mischief as specified in Section 10.2.2.

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

10.3 HAZARDOUS MATERIALS

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

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

10.4 EMERGENCIES

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

10.5 UTILITIES

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

11 ARTICLE 11 - INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1. The Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor as required

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

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

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

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

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

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

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

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

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

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

11.3.2 LOSS OF USE INSURANCE

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

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

- 11.4.1 The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of Montana, in form and substances satisfactory to the Owner and, without limitation, complying with the following specific requirements:
 - 11.4.1.1 Except as otherwise required by statute, the form and substance of such bond(s) shall be satisfactory to the Owner in the Owner's sole judgment.
 - 11.4.1.2 All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best's Financial Strength Rating of at least A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service.
 - 11.4.1.3 All bonds must remain in effect throughout warranty period and until all of the Contractor's obligations to the Owner under the Contract Documents are fulfilled.

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

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

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

12 ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1. UNCOVERING OF WORK

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

12.2. CORRECTION OF WORK

12.2.1. BEFORE OR AFTER SUBSTANTIAL COMPLETION

- 12.2.1.1. The Contractor shall promptly correct Work that fails to conform to the requirements of the

Contract Documents or that is rejected by the Owner, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's expenses made necessary thereby, shall be at the Contractor's expense. The Contractor is responsible to discover and correct all defective work and shall not rely upon the Owner's observations.

12.2.1.2. Rejection and Correction of Work in Progress. During the course of the Work, the Contractor shall inspect and promptly reject any Work that:

12.2.1.2.1. does not conform to the Construction Documents; or,

12.2.1.2.2. does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities, and agencies having jurisdiction over the Project.

12.2.1.3. The Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work, including additional testing, inspections, and compensation for all services and expenses necessitated by such corrective action.

12.2.2. AFTER SUBSTANTIAL COMPLETION AND AFTER FINAL ACCEPTANCE

12.2.2.1. In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Final Acceptance of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.3.

12.2.2.1.1. The Contractor shall remedy any and all deficiencies due to faulty materials or workmanship and pay for any damage to other work resulting there from, which shall appear within the period of Substantial Completion through two (2) years from the date of Final Acceptance in accordance with the terms and conditions of the Contract and with any special guarantees or warranties provided in the Contract Documents. The Owner shall give notice of observed deficiencies with within seven (7) days unless an alternative period is agreed to by the parties. All manufacturer, product and supplier warranties are in addition to this Contractor warranty.

12.2.2.1.2. The Contractor shall respond within seven (7) days after notice of observed deficiencies has been given and he shall proceed to immediately remedy these deficiencies.

12.2.2.1.3. Should the Contractor fail to respond to the notice or not remedy those deficiencies; the Owner shall have this work corrected at the expense of the Contractor.

12.2.2.1.4. Latent defects shall be in addition to those identified above and shall be the responsibility of the Contractor per the statute of limitations for a written contract (MCA § 27- 2-208) starting from the date of Final Acceptance.

- 12.2.2.2. The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
- 12.2.2.3. The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- 12.2.3. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- 12.2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 12.2.5. Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3. ACCEPTANCE OF NONCONFORMING WORK

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

13. ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

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

13.2. SUCCESSORS AND ASSIGNS

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

13.3. WRITTEN NOTICE

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

13.4. RIGHTS AND REMEDIES

- 13.4.1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 13.4.2. No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5. TESTS AND INSPECTIONS

- 13.5.1. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.
- 13.5.2. If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Owner will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 13.5.3 shall be at the Owner's expense.
- 13.5.3. If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Owner's expenses shall be at the Contractor's expense.
- 13.5.4. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- 13.5.5. If the Owner is to observe tests, inspections or approvals required by the Contract Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.
- 13.5.6. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6. INTEREST

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

13.7. COMMENCEMENT OF STATUTORY LIMITATION PERIOD

- 13.7.1. The Owner and the Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Contract Documents and within the period specified by applicable law.
- 13.7.2. Notwithstanding any provisions in the Contract Documents to the contrary, statutory limitation

periods shall not accrue until the facts constituting the claim have been discovered or, in the exercise due diligence, should have been discovered by the injured party if the facts constituting the claim are by their nature concealed or self-concealing; or before, during, or after the act causing the injury, a party has taken action which prevents the injured party from discovering the injury or its cause.

13.8. DOCUMENT RETENTION AND AUDIT PROVISIONS

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

13.9. CONFIDENTIALITY

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

13.10. SEVERABILITY

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

14. ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1. TERMINATION BY THE CONTRACTOR

14.1.1. The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

14.1.1.1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; or,

14.1.1.2. an act of government, such as a declaration of national emergency which requires all Work to be stopped.

14.1.2. The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 1.4.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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

14.1.4. If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing

portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

14.2. TERMINATION BY THE OWNER FOR CAUSE

14.2.1. The Owner may terminate the Contract if the Contractor:

- 14.2.1.1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 14.2.1.2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 14.2.1.3. fails to comply with any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- 14.2.1.4. Fails to perform the Work in accordance with the Contract Documents or otherwise materially breaches any provision of the Contract Documents;
- 14.2.1.5. Anticipatorily breaches or repudiates the Contract; or
- 14.2.1.6. Fails to make satisfactory progress in the prosecution of the Work required by the Contract.

14.2.2. The Owner may terminate the Contract, in whole or in part, whenever the Owner determines in good faith that sufficient cause for termination exist as provided in Subsection 14.2.1. The Owner will provide the Contractor with a written ten (10) day notice to cure the default. If the default is not cured, the termination for default is effective on the date specified in the Owner's written notice. However, if the Owner determinates that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Owner may terminate the Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Contractor must compensate the Owner for additional costs actually incurred by the Owner to obtain substitute performance. Following written notice for the Owner of termination, the Owner may, subject to any prior rights of the surety:

- 14.2.2.1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 14.2.2.2. accept assignment of subcontracts pursuant to Section 5.4; and,
- 14.2.2.3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3. Upon receipt of written notice from the Owner of termination, the Contractor must:

- 14.2.3.1 Cease operations as directed by the Owner in the notice and, if required by the Owner, reasonably cooperate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected;
- 14.2.3.2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and completed Work;

- 14.2.3.3 Remove its tools, equipment and construction machinery from the Site; and
- 14.2.3.4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.
- 14.2.4. When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 14.2.5. In the event of a termination pursuant to this Section 14.2, the Contractor shall be entitled to payment only for those services that Contractor has actually rendered. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall not, under any circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.
- 14.2.6. If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, and Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate the Contract.
- 14.2.7. Any termination provided for by this Section 14.2 shall be in addition to any other remedies to which the Owner may be entitled under the law or at equity.

14.3. SUSPENSION BY THE OWNER FOR CONVENIENCE

- 14.3.1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 14.3.2. The Contract Sum and Contract Time shall be equitably adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
 - 14.3.2.1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or,
 - 14.3.2.2. that an equitable adjustment is made or denied under another provision of the Contract.

14.4. TERMINATION BY THE OWNER FOR CONVENIENCE

- 14.4.1. The Owner may, at any time, terminate the Contract or any portion thereof or of the Work for the Owner's convenience and without cause.
- 14.4.2. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - 14.4.2.1. cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected;
 - 14.4.2.2. Complete or correct the items directed by the Owner, and take actions necessary, or that

the Owner may direct, for the protection and preservation of the Work;

14.4.2.3. Remove its tools, equipment and construction machinery from the Site; and

14.4.2.4. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 Following written notice from the Owner of termination, the Owner may:

14.4.3.1 Take possession of the Site and of all materials for which the Owner has paid;

14.4.3.2 Accept assignment of subcontracts and purchase orders; and

14.4.3.3 Complete the Work by whatever reasonable method the Owner may deem expedient.

14.4.4. In case of such termination for the Owner's convenience, the Contractor shall be entitled to compensation only for the following items:

14.4.4.1 Payment for acceptable Work performed up to the date of termination, including Contractor's fee;

14.4.4.2 The costs of preservation and protection of the Work if requested to do so by the Owner;

14.4.4.3 The cost of terminating the following contracts including:

(i.) Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;

(ii.) Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;

14.4.4.4 Documented transportation costs associated with removing Contractor-owned equipment; and

14.4.4.5 Documented demobilization and close-out costs.

The Contractor will not be compensated for the cost of terminating subcontracts, which must be terminable at no cost to the Owner if the Contract is terminated, except for those costs listed in Section 14.4.4.1 through 14.4.4.5. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Section 4.3. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3, 14.4.4.4, and 14.4.4.5 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.

14.4.5. The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

14.4.6. In the event of termination or cancellation of any or all preconstruction services and/or decision not pursue a GMP Agreement/Contract, the Contractor shall not be due any costs, or overhead, or profit on any portion of the Work, but shall be paid for the completed portion of Preconstruction Phase Services documented by Contractor.

15. ARTICLE 15 – EQUAL OPPORTUNITY

The Contractor agrees that all hiring by Contractor of persons performing this Agreement shall be on the basis of merit and qualifications. The Contractor shall have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The City of Great Falls requires that Contractor shall not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The Contractor shall require these nondiscrimination terms of its Subcontractors.

END OF GENERAL CONDITIONS

PROJECT SUMMARY SHEET:
LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1
FY 2023 Capital Improvement Plan
Current as of: December 30, 2024

Description: *Phase 1:* Lift Station No. 1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the wastewater treatment plant (WWTP). The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large $\frac{5}{8}$ " screen openings, while modern screens are either $\frac{1}{4}$ " or $\frac{3}{8}$ ". The exhaust fan is vital for safely removing H₂S (Hydrogen Sulfide) from the building and it is currently at its end of life cycle. The wet well repairs and replacement of six sluice gates since two of the gates no longer operate due to corrosion and the other four gates are approaching the same condition.

Project status update: based on the cost associated with the horizontal drilling to complete the river crossing, this project has been divided into two phases. Phase One will complete upgrades and improvements in Lift Station No. 1 and Phase Two will complete the underground horizontal crossing of the Missouri River.

Phase 2: The existing Lift Station No. 1 (LSI) force main was constructed in 1979 and is the only river crossing for this section of the City's sewer collection system. The forcemain was installed in 1979 to replace a 20-year-old cast iron pipe that ruptured within the river channel. Should the 1979 forcemain fail, similar to the October 1978 event, the station would again discharge raw sewage to the Missouri River until a new main was installed, which would likely take several-months.

Justification: *Phase 1:* The renovation of Lift Station No. 1 provides future reliability of pumping an average of 3.63M gallons daily of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment.

Phase 2: The construction of a redundant force main provides resilience and reliability in this segment of the City's critical infrastructure, minimizing the risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure.

Scope: *Phase 1:* Upgrades and repairs to Lift Station #1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

Phase 2: Install 2,100 linear feet of 24" sanitary sewer force main and all work necessary to complete the installation and connect Lift Station #1 to the WWTP.

Added to CIP: 1st FY2023/FY2024

CIP Timeline: ~~Construction FY2024;~~ Pushed to 2025 due to design issues; equipment procurement & long lead times

Cost:

- CIP programmed: \$150,000/FY23 \$7,650,000/FY24
 - o 60%: \$15,553,892.45
 - o 90%: \$9,653,598.73 (Project was then split into two Phases)
- Current Working Estimate: ~~\$9.3M; \$9.0M~~ \$11.3M; \$11.7; \$11,663,438.40
- Awarded Cost: \$1,324,150 – Eng (TD&H); \$265,215 – GCCM (Preconstruction Phase)
- Early Work Agreement Procurement (PCI): \$1,081,777.98 – Pumps; ~~\$585,112.03~~ \$511,520.03– Valves

PROJECT SUMMARY SHEET:
LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1
FY 2023 Capital Improvement Plan
Current as of: December 30, 2024

- Construction: GMP = \$7,793,175.39; TD&H = \$687,600
- Final Cost: TBD

Funding Source(s): ARPA Comp Grant \$2,000,000; ARPA MAG \$3,854,585; **\$5,882,445.40** Sanitary Sewer

- Funding Match Requirements: 50% ARPA Competitive requirements

Planned Execution Method: General Contractor/Construction Manager

Planned Construction CY: ~~Winter 2023~~ Spring 2025 to Fall 2026

Current Project Stage (Estimated Completion Date): Project has moved into construction phase contract with TD&H and construction contract with Prospect Construction. The project is transitioning to construction phase. The Commission approved Prospect’s preconstruction agreement to do two “Early Work Amendments” to purchase valves and Vertical Pumps. City Staff asking the Commission approval with TD&H on the Professional Service Agreement (PSA) Amendment No. 1 for Construction Services and also with Prospect on Construction Contract and Guaranteed Maximum Price for project, all of which will go before Commission for approval. Estimated construction completion is Fall 2026.

Planning (Fall 2023), 100% Design (September 2024), Construction (TBD), Warranty (TBD)

- Design and Construction Method: GCCM
- Consultant: TD&H
- Contractor: Prospect Construction

City Commission Approvals Summary:

- PSA with TD&H (January of 2022)
- GCCM Resolution (April 2023)
- Preconstruction Agreement with Prospect Construction (September 2023)
- Early Work Amendments Approved (11/6/2024)
- Construction PSA Amendment No. 1 with TD&H (December 3, 2024 Agenda Report)
- Construction Contract including GMP with Prospect Construction (December 3, 2024 Agenda Report)
- Future Change Orders (if required)
- Phase 2 Components (2028, depending on funding)

Map & Site Pictures:

