

SPECIAL PROVISIONS

SP-1 SPECIFICATIONS AND CONTRACT DOCUMENTS

The Bidding Requirements, Contract Forms, Conditions of the Contract, Standard General Conditions, and Specifications governing this contract are the Montana Public Works Standard Specifications, Sixth Edition, April 2010, the City of Belgrade Standard Modifications to MPWSS, Sixth Edition, dated July 2017.

SP-2 GENERAL

The following special provision items are included to supplement the standard specifications and to clarify items specific to this contract. These provisions are part of the overall specifications and, as such, shall be regarded in a like manner during the bidding process and during the construction phase. The special provision items shall govern during the construction phase and shall supersede items of like nature in the standard specification. Precedence shall be given in the following order: 1) Special Provisions; 2) City of Belgrade Standard Modifications; 3) General Conditions; and 4) MPW Standard Specifications and General Conditions.

CONTRACTOR shall coordinate all construction activities through all phases of the project, the intent being to complete the proposed construction in a neat orderly fashion, in a timely manner, and with a minimum of disturbance to neighbors and the traveling public.

The Contract Drawings consist of 21 sheets. Each sheet bears the following general title: Meadowlark Ranch Subdivision, Floodplain Improvements.

CONTRACTOR shall construct project using approved Contract Plans and Specifications.

SP-3 PROJECT DESCRIPTION

PROJECT TITLE: MEADOWLARK RANCH SUBDIVISION, FLOODPLAIN IMPROVEMENTS.

The Bid Form contains one contract schedule: Schedule I – SURFACE.

Upon award, the Schedule I CONTRACTOR will be issued a Notice to Proceed with the surface improvements.

Please note this may result in a time sequence between the Notice of Award and Notice to Proceed which is longer than the time sequence dictated elsewhere in these contract documents.

SP-4 *PROJECT SCHEDULE*

The contract time allowed for this project is 30 calendar days for Schedule I – SURFACE.

Final Completion is defined as all bid items and punch list items completed to the satisfaction of the OWNER and the ENGINEER.

SP-5 *PAYMENT AND PERFORMANCE BONDS*

Payment and Performance Bonds are required in accordance to Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010. Bond forms have been provided in the Payment and Performance Bonds section of the Contract Documents.

SP-6 *CERTIFICATE OF INSURANCE*

Insurance coverage shall be in accordance to the Standard General Conditions as Modified included herein. OWNER, Sanderson Stewart, City of Belgrade, and Gallatin County shall be listed as “Additional Insured”.

SP-7 *LIMITS OF CONSTRUCTION*

The CONTRACTOR is required to confine construction activities within the limit of the public right-of-way, easements, designated City owned utility right-of-way and/or easements, or designated construction or staging areas.

Open space, vacant lots, or undeveloped land outside the property boundary shall not be considered for CONTRACTOR use unless the CONTRACTOR obtains separate temporary easements. Said separate temporary easements shall be in writing executed by the owner of said land and an executed copy shall be filed with the OWNER and the ENGINEER, prior to CONTRACTOR occupancy of land.

Unless specifically designated for removal, all trees and other improvements in or adjacent to easements and rights-of-way shall not be touched, trimmed, or injured. All restoration outside the limits of the construction areas shall be at the CONTRACTOR’s expense. Disturbance to vegetation outside the construction accesses and construction limits shall be minimized per the Floodplain Permit.

Site access is provided from the southernmost portion of the site at the existing Melissa Way. No material or equipment is to be stored or stockpiled within the floodplain.

SP-8 *PRESERVATION AND REPAIR BY CONTRACTOR*

The CONTRACTOR shall be responsible for the preservation of existing paved and gravel street sections, which are not to be directly disturbed by cut or this

construction. The CONTRACTOR is hereby cautioned that any damage done in any paved or gravel or service road, due to any construction or travel operations (hauling, storage, unloading, etc.), shall be repaired and/or replaced at their own expense to the satisfaction of the OWNER. The CONTRACTOR may want to familiarize themselves with the existing sections in the area and consider self-imposed load restrictions conforming to those sections. All access roads shall be kept free and clear of all mud, gravel, debris, etc., during the project. There will be no additional payment to the CONTRACTOR for the cleaning and sweeping of all access roads. If the CONTRACTOR fails to keep access roadways clean and City crews are required to provide this service, the cost of this work will be deducted from the CONTRACTOR's payment.

SP-9 CONTRACTOR'S SUPERINTENDENT

The CONTRACTOR shall provide a full time on-site project Superintendent. The Superintendent shall be knowledgeable and qualified to evaluate the quality of not only the general construction work but especially the systems and installations of subcontract work. They shall:

- A. Aggressively evaluate on a day-to-day basis and be responsible for the quality and acceptability of all work.
- B. Make the first determination as to the fitness and compliance of all work performed.
- C. Be the initiator in regard to rejection of unfit work.
- D. Not passively default or abdicate, in the first analysis, these duties to the ENGINEER or to the OWNER.

SP-10 CONTRACTOR WORK HOURS

The schedule for this project has been figured on the basis of the CONTRACTOR working five days a week (Monday through Friday, excluding legal holidays), eight hours a day. Allowances for weather days have been included in the proposed schedule. Should the CONTRACTOR and/or their sub-contractors desire to work more than five days per week or more than eight hours per day, then approval to do so must be obtained from the ENGINEER. If the additional work hours result in costs above and beyond the ENGINEER's contract fees, the actual cost of the additional ENGINEER's services will be the responsibility of the CONTRACTOR and will be deducted from the CONTRACTOR's Progress Estimate. These costs shall not be considered a part of the liquidated damages. Listed below is the applied rate schedule in the event the ENGINEER is due additional compensation.

Hourly Fee Schedule

Staff Personnel Services

Expert Witness/Special Consultant	=	\$	250.00
Principal	=	\$	180.00
Senior Engineer	=	\$	165.00
Project Engineer	=	\$	115.00
Staff Engineer	=	\$	90.00
Engineer Intern	=	\$	65.00
Senior Land Planner	=	\$	135.00
Land Planner	=	\$	130.00
Right-of-Way Agent	=	\$	135.00
Landscape Architect	=	\$	125.00
Landscape Designer	=	\$	80.00
Senior Professional Land Surveyor	=	\$	130.00
Professional Land Surveyor	=	\$	110.00
Staff Surveyor	=	\$	95.00
Field Survey Technician	=	\$	80.00
Marketing Director	=	\$	120.00
Graphic Artist	=	\$	100.00
Photographer	=	\$	180.00
Web Developer	=	\$	90.00
Designer	=	\$	90.00
CADD Technician	=	\$	80.00
Senior Construction Engineering Technician	=	\$	110.00
Construction Engineering Technician	=	\$	85.00
Construction Inspector	=	\$	80.00
Project Administrator	=	\$	65.00
Administrative/Clerical	=	\$	55.00

Survey Crew Services

1-person Crew/2-person Crew	=	\$	Per Project
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No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays, or legal holidays, without the written approval of the OWNER and the City of Belgrade. However, work necessary in case of emergencies or for the protection of equipment or finished work may be done without the OWNER's or the City of Belgrade's approval.

SP-11 CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall be responsible for obtaining all permits as required by local government agencies.

The CONTRACTOR shall enforce strict discipline and good order among their employees and other persons carrying out the Agreement. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of this Work, the CONTRACTOR shall remove from and about the project waste materials, rubbish, tools, construction equipment, machinery and surplus materials.

The CONTRACTOR shall indemnify and hold harmless OWNER, Gallatin County, and City of Belgrade for liability, damages, losses, or costs, including but not limited to reasonable attorney fees, only to the extent that the liability, damages, losses, or costs are caused by the negligence, recklessness, or intentional misconduct of a third party or of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Indemnification shall be subject to the provisions of Sections 28-2-2111 and 28-11-301 through 28-11-317 of the Montana Code Annotated (MCA), State of Montana.

The CONTRACTOR agrees to provide workers' compensation throughout the project on all employees of the CONTRACTOR associated with the project.

The CONTRACTOR shall coordinate all phases of the Work with OWNER's use of the area to minimize or avoid conflict, protect all existing work adjacent to new construction, and repair any damage and leave premises in original condition, except where otherwise specified by the ENGINEER. CONTRACTOR agrees to attend or be represented at weekly team meetings during the term of the project to assure coordination with the other project participants.

SP-12 PAYMENT OF CHANGE ORDERS

Additional work, above and beyond the original contract work will not be paid for without a signed change order or contract amendment signed by the Owner prior to the start of any work. The one exception will be in the event verbal approval for a change order is granted by the Owner, a letter stating the same must be signed by the Owner prior to start of any work.

Any work that has begun prior to obtaining approval from the Owner or the exception listed above will not be paid for by the Owner and will not be added to the contract.

A reconciling change order showing final in-place quantity over-runs and under-runs will be prepared before the final payment to the Contractor. The unit prices will

remain unchanged. This reconciling change order shall be prepared before authorization of final payment to the Contractor.

SP-13 *ADVERSE WEATHER SHUTDOWN*

The CONTRACTOR is advised that should they request an adverse weather shutdown and should such a shutdown be approved by the ENGINEER, all work on the project shall cease. The ENGINEER will not be available for work inspection during such shutdowns and any work completed by the CONTRACTOR during such a shutdown will not be accepted by the ENGINEER.

In no case will an adverse weather shutdown be approved by the ENGINEER when construction work is only partially completed and services temporarily shut off cannot be restored; that is, restore all utility services to users in the construction area, open up traffic access, where necessary in the construction area, etc. The CONTRACTOR must also provide periodic road maintenance during this shutdown period. Materials for this maintenance shall be consistent with the conditions of the roadway.

SP-14 *TEMPORARY FACILITIES*

Water, power, heat, and toilet facilities are not available at the job site. The CONTRACTOR shall provide, at their expense, temporary water, power, heat and toilet facilities, as required.

The CONTRACTOR shall design, construct, and maintain miscellaneous services and facilities as needed to accommodate performance of the work, including temporary stairs, ramps, ladders, staging, shoring, scaffolding, temporary partitions, waste chutes, sidewalk bridge/walkway, and similar items.

SP-15 *WATER FOR CONSTRUCTION PURPOSES*

Construction water required for compaction of embankments, subgrade, and gravel courses, paving, or any other construction related work must be supplied by the CONTRACTOR at their own expense. Should the CONTRACTOR choose to approach the City of Belgrade Public Works Department or private ditch companies regarding the purchase and use of such water, the necessary agreements must be in place.

SP-16 *DUST CONTROL*

The CONTRACTOR shall provide dust abatement for all roads and work areas and prevent dust from becoming a nuisance to adjacent homes and businesses. There will be no payment for dust control and shall be at the CONTRACTOR's expense.

SP-17

UNDERGROUND UTILITY CROSSINGS

The Contractor shall be responsible for checking with the owners of the underground utilities such as the City, County, power, gas, and telephone companies, etc., as to the location of their underground installations in the project area. The Contractor shall be solely responsible for any damage done to these installations due to failure to locate them or to properly protect them when their location is known.

It shall be solely the responsibility of the Contractor to fully coordinate Contractor's work with the agencies and to keep them informed of Contractor's construction activities so that these vital installations are fully protected at all times.

A Montana One-Call system (1-800-424-5555) has been established to facilitate requests for underground facility location information. The Contractor is cautioned that all utilities may not be on this system.

Type 1 Bedding Material and Type A Trench Backfill shall be utilized to replace material under and around such municipal and private utility lines. Compaction above the bedding material and under the utility line crossing is critical and must be maintained. No separate measurement and payment shall be made for this item. All costs shall be considered an integral part of and be included in the price bid for pipe complete-in-place.

The relocating, bracing, raising or supporting of facilities as required by this construction will be the responsibility of the Contractor. The Contractor shall schedule Contractor's operations and establish such coordination with the respective owners as necessary so that any conflicts are avoided.

The Contractor shall have full agreement and understanding with the affected utility companies on what the existing conditions are and what will be necessary to be changed for the Contractor's construction. The Contractor will obtain any permits, agreements, or insurance required. No separate measurement and payment shall be made for this item, unless specifically noted. All costs shall be considered an integral part of and be included in the price bid for pipe complete-in-place.

SP-18

PRIVATE UTILITY COORDINATION

The CONTRACTOR will need to coordinate their operations with NorthWestern Energy, Charter Communications, and CenturyLink Communications for the moving, crossing, support or reinstallation of services, poles, and mainlines and their appurtenances.

SP-19

SIGNS, SIGN POSTS AND UTILITY POLES

All existing signs, sign posts and utility poles determined to be in the path of the work zone shall be temporarily removed and later replaced in their previous location. The conditions of MPWSS Section 02114 shall apply to this section with the

exception that there shall be no separate measurement and payment for this item. The measurement and payment shall be considered as incidental to the cost of the work.

SP-20 *SECURING WORK AREAS AND PEDESTRIAN TRAFFIC*

The CONTRACTOR is reminded of the importance of securing all work areas during and after construction work hours to prevent pedestrian and bicycle access. Cost of the above shall be included in related bid items.

SP-21 *TRAFFIC CONTROL*

The CONTRACTOR will be required to prepare and submit traffic control plans for review by the ENGINEER and approval by the City of Belgrade and Gallatin County.

Traffic signing shall comply with the City of Belgrade Standard Modifications to MPWSS, Sixth Edition, dated July 2017 and the Manual of Uniform Traffic Control Devices, and as detailed on the plans.

The Traffic Control Plan must be completed in accordance with the requirements of the form provided in these specifications. Additionally, for each road closure that interrupts the traffic, an informational release shall be submitted to the ENGINEER and City for review within the time requirements of the traffic control plan form. This informational release shall be distributed by the CONTRACTOR in the given work area forty-eight (48) hours prior to beginning construction. The CONTRACTOR shall also take measures for publicizing road closures through the Bozeman Daily Chronicle and Belgrade News for the five days prior to the closure, as well as making contact with the public services and other news media as follows:

<u>SERVICES</u>	<u>PHONE</u>	<u>FAX</u>
Belgrade School District No. 44	388-6951	388-0122
Belgrade Fire Department	388-4480	
Gallatin County Sheriff	582-2100	582-2126
Laidlaw Transit Services	556-8039	
Montana Dept. of Transportation **	586-9562	586-5202
Montana Depart. of Justice **	388-3190	
Highway Patrol Division		
American Medical Response	586-0037	586-0536
County Commissioners' Office **	582-3000	582-3003
Belgrade City Manager **	388-3760	388-4996

** Additional contacts if significant traffic control impacts on a principal arterial are expected or if directed by the City of Belgrade or Gallatin County.

<u>MEDIA</u>	<u>PHONE</u>	<u>FAX</u>
The Bozeman Daily Chronicle	587-4491	587-7995

The Belgrade News	388-5101	388-5103
Clear Channel Communications	586-2343	587-2202
KBOZ Radio Stations	587-9999	587-5855
KBZM-FM	582-1045	582-0388
KTVM – NBC 6/42 TV	586-0296	586-0554
KUSM TV	994-3437	994-6545
KWYB – ABC 18/28 TV	586-3594	586-0005
KZBK – CBS 7/26 TV	586-3280	586-4135

SP-22 CONSTRUCTION STAKING

- A. The ENGINEER will set construction stakes to give the CONTRACTOR measurements, lines, locations, and grades necessary for construction. Work shall be performed in conformity with these stakes. The CONTRACTOR shall protect all bench marks and reference stakes including construction stakes, from damage or removal. Stakes destroyed or removed by the CONTRACTOR will be replaced by the ENGINEER at the CONTRACTOR’s expense. Actual cost to the ENGINEER for replacement will be billed to the OWNER. The OWNER shall deduct this invoice from payments due the CONTRACTOR.
 - 1. Grade stakes or slope stakes for excavation and fill.
 - 2. Subgrade bluetops.

- B. The CONTRACTOR shall notify the ENGINEER, in writing, with all staking requests. These requests shall be made seventy-two (72) hours in advance. The ENGINEER shall then have forty-eight (48) hours to complete the required staking. Additional time will be allotted to the ENGINEER for staking requests where the volume of work cannot reasonably be completed in the forty-eight (48) hour time period.

- C. If CONTRACTOR believes a stake is in error, CONTRACTOR shall immediately notify ENGINEER. Stakes shall be left in the ground for verification of error. If stakes are removed, ENGINEER will not be responsible for verifying staking and or utility installation. CONTRACTOR is ultimately responsible for verifying that a stake conforms to the plans and is ultimately responsible for verifying water service, water valve, and hydrant locations in conformance to the plans and the right-of-way per this special provision.

SP-23 GEOTECHNICAL REPORT

A geotechnical investigation and report has not been completed for this project.

STORM WATER MANAGEMENT AND EROSION CONTROL

The CONTRACTOR shall make note that this project is subject to Montana Department of Environmental Quality Storm Water General Discharge Permit authorization. The Streets CONTRACTOR shall pay the application fee, the first annual fee, and additional annual fees necessary until the termination of the permit has been granted by the State. The CONTRACTOR is responsible for securing and administering the permit and installation and maintenance of the erosion control structures, which will be paid under the Storm Water Management and Erosion Control Bid Item. The applicable forms can be found at <http://www.deq.mt.gov/wqinfo/mpdes/stormwaterconstruction.mcp.x>. All Storm Water Management and Erosion Control for this project shall comply with the requirements set forth in the attached permit.

The CONTRACTOR is required to complete and submit a Notice of Intent (NOI) and a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the requirements stated in the General Permit. The NOI shall be completed with the Streets CONTRACTOR as Operator #1 and the OWNER, as identified in the Contract Documents, as Operator #2. Operator #1 is responsible for achieving final stabilization and submitting the Notice of Termination (NOT), or if final stabilization as not been achieved transferring the permit to the OWNER. Note the CONTRACTOR is responsible for the permit and maintaining BMP's until the transfer.

The CONTRACTOR shall comply with all requirements and conditions of the General Permit and the Storm Water Pollution Prevention Plan (SWPPP). Failure to do so will result in the issuing of an order to suspend work in addition to the potential fines that may be assessed by the State.

The General Permit for Storm Water Discharges Associated with Construction Activities, NOI, SWPPP and the NOT can be found on the internet at the following location:

<http://www.deq.mt.gov/wqinfo/mpdes/stormwaterconstruction.mcp.x>

The Engineer shall have no responsibility for CONTRACTOR compliance with DEQ SWPPP requirements and shall not review CONTRACTOR'S SWPPP. CONTRACTOR shall be responsible for all Stormwater permit compliance and means and methods to achieve compliance.

The Stormwater Permit will be transferred to the Owner when the following criteria are met:

1. Substantial Completion of the work has been awarded
2. Disturbed soil has been seeded
3. All BMP's are installed in accordance with the permit and are in proper working condition.

The CONTRACTOR's responsibilities regarding maintenance of erosion control structures, after final project acceptance, will be limited to the areas disturbed by the street and utility construction for this project only. The CONTRACTOR will not be responsible for erosion control beyond the disturbed areas of this project due to adjacent construction or any other construction activities not associated with this project. It is the CONTRACTOR's responsibility to document the extent of disruption due to construction activities directly related to this project. The documentation should include pictures with a date stamp that is concurrent with the date of final project acceptance.

SP-25 MATERIALS TESTING AND CONTROL

A. The following materials and control tests may be made by the ENGINEER to determine the CONTRACTOR's compliance with the specifications:

1. In place density test of subgrade backfill, subbase, and other general earthwork.

The periodic tests made by the ENGINEER of the CONTRACTOR's production may serve as the basis for rejecting a stockpile as unacceptable. The above tests - paragraphs 1. through 7. - shall be made with no cost to the CONTRACTOR, except as herein provided for test failure. Should any of these tests fail, the CONTRACTOR shall then be responsible for the cost of the failing test. The costs of the failing tests shall be deducted from the CONTRACTOR's progress estimate.

C. The costs of the following tests shall be paid for by the CONTRACTOR:

1. Any additional tests the CONTRACTOR requires to control their crushing, screening or other construction operations.
2. Asphalt cement pavement and Portland Cement concrete mix designs.
3. Test failure, as provided above.
4. Any additional tests required to verify acceptable quality of supplied materials. This shall include, but not be limited to, a three-edge bearing test.

D. Acceptance and rejection of materials will generally be determined from tests made of the various courses complete and in-place in the field. While the ENGINEER may, during course of construction, make tests at the source or point of production, it is the responsibility of the CONTRACTOR to conduct, control and test their production operations in such a manner that the materials produced will meet the specification requirements.

SP-26 **SHOP DRAWINGS**

Shop drawings shall be submitted for all materials used in the project.

SP-27 **GROUNDWATER CONSIDERATION**

The CONTRACTOR is advised that groundwater may be present at the project site. The CONTRACTOR is responsible for providing dewatering equipment and methods for this project. Groundwater shall be removed from the open trench area to satisfactorily prevent the rising of water into the new or any existing piping that may be exposed during the work.

The CONTRACTOR shall be responsible for arrangements of permits and obtaining of sites of groundwater discharge or flushing discharge. This shall include all cleanup, restoration, etc., of any discharge areas. No claims for any of the above-related work shall be submitted to the OWNER, in excess of the amount bid for dewatering.

Control of groundwater shall be accomplished in a manner that will preserve the strength of the adjacent structures foundation soils; will not cause instability of the excavation slopes; and will not result in damage to existing structures. Damage caused to adjacent structures or wells shall be repaired at the CONTRACTOR's expense. Temporary water shall be provided for wells that are reduced in capacity as a result of dewatering at the CONTRACTOR's expense.

SP-28 **DEWATERING AND IMPACT ON WELLS**

There is a lump sum bid item in the Bid Form for dewatering. The CONTRACTOR may be required to employ the services of a qualified dewatering contractor. The CONTRACTOR will be required to submit documentation to demonstrate the dewatering contractor's experience, expertise, knowledge, and ability to provide dewatering services. Failure to provide effective dewatering will result in a deduction of a portion or the entire sum of the dewatering bid item.

Some homes throughout Gallatin County are on water wells for various uses including domestic, agricultural, and livestock use. If during the CONTRACTOR's dewatering process these wells are reduced in capacity to prevent usage, the CONTRACTOR shall provide temporary water service until such time that the water service is restored.

Costs of such temporary water service shall be included in the cost of construction and no additional construction cost will be paid to the CONTRACTOR. The CONTRACTOR's dewatering plan shall be submitted one (1) week prior to implementation for review and approval by the ENGINEER and OWNER.

Prior to discharging any groundwater to State waters the CONTRACTOR shall contact the Montana Department Environmental Quality and the City of Belgrade and or drain company. The CONTRACTOR shall abide by any directions or instructions from DEQ and City of Belgrade or the representative for the drain company.

The CONTRACTOR shall be responsible for arrangements of permits and obtaining of sites of groundwater discharge. This shall include all cleanup, restoration, etc., of any discharge areas. No claims for any of the above-related work shall be submitted to the OWNER in excess of the amount bid for dewatering.

Control of groundwater shall be accomplished in a manner that will preserve the strength of the adjacent structure's foundation soils; will not cause instability of the excavation slopes; and will not result in damage to existing structures. Damage caused to adjacent structures or wells shall be repaired at the CONTRACTOR's expense. Temporary water shall be provided for wells that are reduced in capacity as a result of dewatering at the CONTRACTOR's expense.

SP-29 WATERWAY AND DITCH CROSSINGS

The CONTRACTOR shall schedule their work to prevent interruptions of local irrigation operations and waterways. All ditches and waterways are to be restored to the satisfaction of the user(s).

SP-30 UNSUITABLE BACKFILL

The CONTRACTOR is responsible for stabilizing all excavated areas before backfilling. Any excavated material that is unsuitable for backfill, due to moisture content (either excessively wet or dry), shall be conditioned in a manner acceptable to the ENGINEER to render it suitable for backfill in accordance with the MPWSS, Fifth Edition, Section 02221. If the CONTRACTOR chooses not to condition the unsuitable materials, imported material approved by the ENGINEER shall be substituted for backfill. This shall be done at no additional cost to the OWNER. All CONTRACTOR's costs associated with any of the above is considered incidental to the work and is to be covered under other Bid Items of the project.

SP-31 UNCLASSIFIED EXCAVATION AND TOPSOIL

The cross-sections and associated quantities included within the plans are based upon existing ground to proposed surface.

Unclassified excavation bid item shall include cutting of material as well as placing fill material. Cutting of material includes, but is not limited to, channel excavation, detention ponds, material piles, designated on-site excavation areas, and future over-lot grading. Filling of material as shown in the plans and includes, but is not limited to, spreading fill material across lots, spreading existing piles of materials across lots, filling to create drainage swale. Unclassified bid item includes the cutting of material in the detention pond as well as placing the fill material. In areas of cut, the surface

shall be cut 6-inches below the finish surface elevation to allow for the placement and spreading of 6-inches of topsoil. In areas of fill, the surface shall be left 6-inches lower than the finish surface elevation to allow for the placement and spreading of 6-inches of topsoil. The finish surface elevation after placement of topsoil must not be lower than the surface elevation specified in the plans and must not be higher than 0.1-feet of the finish surface elevation specified in the plans.

Payment for excavation of the stripping, stockpiling and spreading of the topsoil will be included under the Stripping, Stockpiling and Spreading bid item. Strip 6-inches of material in all areas of disturbance except in areas of fill is 6-inches or less. In areas of fill that are 6-inches or less, spread topsoil material on existing topsoil to the desired finished elevation.

SP-32 SEEDING

Seeding shall be in accordance to the MPWSS Sections 02910 and 02920. The seed mix for this project consists of the following:

DRYLAND SEEDING MIX:

10 lbs/Ac	Sheep Fescue
6 lbs/Ac	Buffalo Grass
4 lbs/Ac	Blue Grama
4 lbs/Ac	Western Wheatgrass
6 lbs/Ac	Stream Bank Wheatgrass
4 lbs/Ac	Perennial Ryegrass Pennfine

WETLAND CHANNEL SEEDING MIX:

2 lbs/Ac	Slough Grass
2 lbs/Ac	Basin Wildrye
1 lbs/Ac	Baltic Rush
2 lbs/Ac	Nebraska Sedge
2 lbs/Ac	Creeping Spike Rush
1 lbs/Ac	Beaked Sedge
1 lbs/Ac	Bluejoint Reedgrass

The seed must be drilled into topsoil that does not consist of alkali material. Rates, lbs/ac, are for drill seeding application. Broadcast seeding rates shall be double the above indicated rates. All disturbed areas shall be reseeded. Seed type areas are indicated on the plan set.

SP-33 BASIS OF PAYMENT

The bid items included in the Bid Form include all items, which will receive payment under this contract. Additional work described in the Specifications or shown on the plans, which is not specifically listed in the Bid Form, shall be considered incidental to the closest associated Bid Item.

The basis for payment shall be as abbreviated on the Bid Form and defined below:

LS	=	Lump Sum
EA	=	Each
LF	=	Linear Feet
VF	=	Vertical Feet
CY	=	Cubic Yard
SY	=	Square Yard
SF	=	Square Feet
TN	=	Ton
GL	=	Gallon

At project completion adjustments to quantities will be made based on actual amounts installed. Adjustments will not be made for Lump Sum items unless the scope of work is substantially changed during construction. The ENGINEER shall have final authority in determining if the scope of work has substantially changed. If scope of work must be changed due to negligence or fault of the CONTRACTOR, then additional payment for Lump Sum items shall not be made. Quantity adjustments to all non-lump sum items shall be measured by the ENGINEER in the presence of the CONTRACTOR. Payment for each item shall be for the finished product including all labor, materials, equipment, overhead, profit and any other miscellaneous items unless otherwise noted in the contract documents.

Mobilization and Insurance Bid Items. These items include the mobilization of equipment to the site, insurance and bond costs and demobilization. The lump sum bid for mobilization & insurance may not exceed five percent (5%) of the total bid for each schedule. Payment for Mobilization and Insurance Bid Items shall be made in accordance with the Schedule of Values.

Partial Payments of Lump Sum Bid Items. Payment for all lump sum items shall be made on the basis of work complete on individual items in accordance with the Schedule of Values at the time the CONTRACTOR submits the pay estimate to the ENGINEER. If required by the ENGINEER, the CONTRACTOR shall provide evidence of work complete.

SP-34

SURVEY VERIFICATION OF COMPLETED WORK

Upon completion of the grading, but before seeding and placement of erosion control fabric, the ENGINEER will complete a topographic survey to confirm the finished surface elevations is in conformance with the plan elevations. The finish surface elevation after placement of topsoil must not be lower than the surface elevation specified in the plans and must not be higher than 0.1-feet above the finish surface elevation specified in the plans. The CONTRACTOR will be notified of any areas that the finish surface does not match plan elevation. The CONTRACTOR will regrade any areas that do not match plan grades and the cost to do so will be considered incidental to the Unclassified Excavation bid item. Upon verification the

surface is correct, the CONTRACTOR can complete seeding the disturbed soil and place erosion control fabric.

SP-35

EXPLANATION OF BID ITEMS

The following items are intended to clarify the scope of each Bid Item, but are to be considered supplemental to the rest of the contract documents and not necessarily all inclusive of items, which must be completed for payment of each Bid Item.

Bid Item No. 105 – Stripping, Stockpile, and Spreading Topsoil (6 Inches).

Payment for this item will be made at the per cubic yard contract unit price that includes stripping and stockpiling and spreading of topsoil and all labor, materials, and other direct or indirect costs associated with completion of this item. The estimated quantity provided in the Bid Form is based on stripping and stockpiling portions of the project site within the grading limits of the project using an assumed depth of six (6) inches.