

Project Manual

MetraPark Outdoor Events Arena

Construction Project



NOVEMBER 2024

METRAPARK

MONTANA'S ENTERTAINMENT & TRADE CENTER

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Separate sealed bids for construction of the Outdoor Events Arena Construction Project will be received by Yellowstone County, Montana at Yellowstone County Commissioner's Office, 316 N 26th Room 3101, Billings, MT until 3 pm local time on December 9th and then publicly opened and read aloud on December 10th at the Board of County Commissioners meeting.

The project consists of grading, water service line, and future use conduits and sleeves at MetraPark.

Five (5) copies of the bid (1 original, 4 copies) must be submitted.

Digital copies of the Bidding Documents including Drawings and the Project Manual are available at Billings Builder's Exchange.

There will be a Pre-Bid Conference at the office of WWC Engineering, 550 S 24th St W Suite 201, Billings, MT, on November 21st at 10 am local time. Interested Contractors are highly encouraged to attend.

All questions shall be submitted by December 5th at 5 pm local time.

CONTRACTOR and any of the CONTRACTOR'S Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Yellowstone County, MT, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

Award of the project will be contingent upon receiving funding and award concurrence from Yellowstone County Commissioners.

Bids may only be withdrawn as provided in Article 15 of the Instructions to Bidders.

The Montana 1% Gross Receipts Tax applies to this project.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Yellowstone County, Montana is an Equal Opportunity Employer.

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(Title)

(Address)

END OF SECTION 00100

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader or later versions. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the

Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.056.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

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

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

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

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- ~~C. Bidder's state or other contractor license number, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information.~~
- ~~E. Other required information regarding qualifications.~~

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

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

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

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

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

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

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

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding documents.

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

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is not scheduled at this time.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

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

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

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

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

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work within seven days after Bid opening.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

~~13.01—Lump Sum~~

~~A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.~~

~~13.02—Base Bid with Alternates~~

~~A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

~~13.03—Sectional Bids~~

~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~

- ~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~
- ~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~
- ~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

13.04 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.05 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents shall include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. ~~In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.~~
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS, INSURANCE, AND TAX

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.
- 19.03 All Contractors are reminded that one percent (1%) of the total Contract sum will be withheld from all payments due to Contractors according to State Statute Title 15 Chapter 50 M.C.A.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days

thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—STATE LAWS AND REGULATIONS

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

END OF SECTION

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

MetraPark Outdoor Events Arena Construction Project

(Name of Project)

Billings, MT

(Location)

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

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- D. Contractor's certification regarding debarment.
- E. Disadvantaged Business Enterprise Utilization documents.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

SEE FOLLOWING ATTACHED BID TAB

MetraPark Infrastructure Improvements Project
Outdoor Events Arena Construction Project
Bid Form
Base Bid
Prepared by: WWC Engineering
Nov-24

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
General Items						
101	00910	Mobilization/Demobilization	LS	1		
102	00910	Taxes, Bonds, Insurance	LS	1		
103	00910	Construction Surveying	LS	1		
104	00910	Construction Traffic Control	LS	1		
105	00910	SWPPP Administration	LS	1		
106	00910	Miscellaneous Force Account	LS	1	\$ 20,000.00	\$20,000.00
107	00910	Miscellaneous Demo Items	LS	1		
108	00910	Exploratory Excavation	LS	1	\$ 5,000.00	\$5,000.00
109	00910	CCTV Inspection	LS	1	\$ 5,000.00	\$5,000.00
110	00910	Private Utility Locating	HR	20		
111	00910	Underground Utility Crossing	EA	5		
112	MPWSS	Type II Pipe Bedding	CY	58		
Surfacing & Site Work						
201	00910	On-site Stockpile Embankment Fill	CY	3000		
202	00910	Pond Material Embankment Fill	CY	3369		
203	00910	On-site Arena Screened Soil	CY	1181		
204	00910	Import Arena Screened Soil	CY	2316		
205	00910	12" Thickness $\frac{3}{4}$ " Minus Crushed Base	SY	3103		
206	00910	Seeding	LS	1		
Potable Water						
301	00910	Water Service Connection to Existing Water Main	EA	1		
302	00910	2" SDR9 HDPE Water Line	LF	370		
303	00910	Yard Hydrant	EA	2		
304	00910	3" PVC Water Sleeve	LF	78		
Sanitary Sewer						
401	00910	6" SDR 35 PVC Sanitary Sewer Sleeve	LF	78		
Electrical						
501		New 230/115 Transformer	EA	1		
502		Electrical Conduit	LF	2739		
503		Pull Box - Type 2 Composite	EA	1		
Total Base Bid Construction Cost:						
Total Base Bid in Words:						

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

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

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

5.01 *Bid Acceptance Period*

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

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Address <i>(principal place of business)</i> :	Bid Project: MetraPark Outdoor Events Arena Construction Project, Billings Montana Bid Due Date: December 9, 2024
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Yellowstone County, Montana ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Site grading of future outdoor events arena at the MetraPark.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project consists of grading, water service line, and future use conduits and sleeves located at MetraPark in Billings, MT.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained WWC Engineering ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by WWC Engineering.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run. The civil site work in the location of the arena seating plus 50 feet beyond this area on all sides must be completed no later than March 1, 2025.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Traffic Control:* Contractor shall follow area closure requirements as identified in Special Provisions 00910, SP-21: Construction Zones. Contractor shall pay Owner \$5,000 for each day that access is restricted beyond the allowances identified.
 3. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

~~A. For all Work other than Unit Price Work, a lump sum of \$_____.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Unit Price Work (subject to final Unit Price adjustment) \$_____.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

6.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion

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or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due will bear interest at the rate of percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

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

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Specifications as listed in the table of contents of the project manual.
5. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Outdoor Events Arena Construction Project.
6. Drawings listed on the attached sheet index.
7. Addenda (numbers __ to __, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. None
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive
EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract.

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practices in competing for or in executing the Contract. For the purposes of this Paragraph:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

ARTICLE 9—BONDS AND INSURANCE

9.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

9.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract.

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insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal

refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

9.03 *Contractor's Insurance*

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

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

1. include at least the specific coverages required;
2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
5. include all necessary endorsements to support the stated requirements.

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

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

9.04 *Builder's Risk and Other Property Insurance*

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

requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

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

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

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

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

9.05 *Property Losses; Subrogation*

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

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

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

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

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

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

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

9.06 *Receipt and Application of Property Insurance Proceeds*

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

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

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

ARTICLE 10—CONTRACTOR’S RESPONSIBILITIES

10.18 Indemnification

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

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

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

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

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Mailing address <i>(principal place of business)</i> :	Contract Description: Project: MetraPark Outdoor Events Arena Construction Project, Billings Montana Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Mailing address <i>(principal place of business)</i> :	Contract Description: Project: MetraPark Outdoor Events Arena Construction Project, Billings Montana Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

STANDARD SPECIFICATIONS, AND GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

The Montana Public Works Standard Specifications (MPWSS), 2021 edition, Standard General Conditions (EJCDC C-700), and Supplementary Conditions (EJCDC C-800) are incorporated by reference. Project-specific Special Provisions that further clarify the construction contract are included in the Project Manual.

SPECIAL PROVISIONS

SECTION 00910

PROJECT SPECIFIC PROVISIONS

SP - 1. FORMAT

The specifications for this project include by reference the Montana Public Works Standard Specifications (MPWSS) Seventh Edition, April 2021. The MPWSS pages are not printed in this Project Manual but are made part of these Contract Documents and the Contractor must comply with any and all such regulations, unless modified herein. Copies of the MPWSS Document can be obtained from the Montana Contractor Association (MCA) located in Helena, MT. MCA can be contacted by phone at (406) 442-4162 for more information.

The following Special Provisions include additional requirements that are specific to this project. In case of a conflict, the hierarchal order of precedence is as listed in MPWSS.

SP - 2. CONTRACT AND SCHEDULING

One (1) contract will be awarded for this project with all bid items contained in the bid forms found within this Project Manual.

The contract time allowed for this project is described in the Agreement form for this Contract.

SP - 3. SUBSTANTIAL COMPLETION

It is the responsibility of the Contractor to initially request the granting of Substantial Completion at a point in the project when it considers the project to be ready for its intended use. The date of Substantial Completion will generally be determined by the Engineer upon completion of, at a minimum of but not limited to, the following major project components which provide the Owner full beneficial use of the project area:

1. Installation, successful completion of testing, and acceptance of all water services and future use conduits;
2. Successful completion of testing and acceptance of all site grading work;

The Engineer reserves the right to withhold the determination of Substantial Completion if there are questions that persist about completion or quality of improvements.

SP - 4. COPIES OF DOCUMENT

The Owner shall furnish to Contractor two printed copies of the Contract Documents (including one fully signed counterpart of the Agreement) and one electronic portable document format (PDF).

SP - 5. OWNER'S SITE REPRESENTATIVE

Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not the Engineer's consultant, agent, or employee. Owner's Site Representative will be Hulteng, Inc., and will communicate directly with the Engineer.

SP - 6. WORK HOURS

Work hours shall be as outlined in the Standard General Conditions and as adjusted herein. Normal work hours requiring engineering oversight shall be between 7 a.m. and 6 p.m. Monday through Friday excluding legal holidays. Legal Holidays include:

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The contractor may request, two working days in advance, approval from the Engineer to work Saturdays and/or Sundays. If work requiring engineering oversight is required outside of this timeframe, the costs of oversight by the Engineer shall be considered part of Contractor's liquidated damages and shall be at the rate of the Engineer's current Schedule of Charges on an hourly basis.

No work will be conducted between the hours of 8 p.m. and 7 a.m. Work may be completed outside of the accepted work times, if necessary, in case of emergencies or for the protection of equipment and finished work without prior written approval from the Owner and Engineer. The Contractor may complete work between 6 p.m. and 8 p.m. that does not require engineering oversight, such as site cleanup and staging of materials.

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, or any legal holiday, resulting from actions caused by the Contractor (subcontractor scheduling, schedule concerns, inadequate planning, etc.). If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.01.E of the Standard General Conditions of the Construction Contract.

SP - 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Montana Prevailing Wage Rates for Highway Construction 2024, Effective January 13, 2024, found at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/>. Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and

provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SP - 8. GEOTECHNICAL REPORT

A geotechnical investigation and report were completed during the design phase for this project. Recommendations in that report shall be considered as part and parcel to these specifications unless otherwise noted. The report is included in the Contract Documents for the Contractor's reference.

SP - 9. CONSTRUCTION LIMITS

The Contractor is required to confine construction activities within the limit of the project area, unless there are specifically identified construction or staging areas, and the Engineer shall determine if construction activities occurred outside of these limits. The designated construction area is shown on the Plans and is the area of the project that is awarded.

Unless specifically designated for removal, all trees, and other improvements in or adjacent to the project shall not be touched, trimmed, or injured. All restoration outside the limits of the construction areas shall be at the Contractor's expense.

Storage of materials for completion of the work shall occur within the project area. Materials will not be stored directly in front of the Pavilion, Expo, or any other Metra facility entrances and must be located in an area agreed upon by Metra staff prior to the Work. Refer to Construction Zones Special Provision regarding closures during the work. The MetraPark property will continue operation, and events will be held throughout the duration of the project. It is the Contractor's responsibility to provide security for all equipment, tools, and materials at the property.

SP - 10. STORMWATER MANAGEMENT AND BMPS

The Contractor shall make note that this project is subject to Montana Department of Environmental Quality (MDEQ) Storm Water General Discharge Permit authorization. The 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 Montana Department of Environmental Quality. The Contractor is responsible for securing and administering the permit and installation and maintenance of the erosion control structures. All Storm Water Management and Erosion Control, and BMPs for this project shall comply with the requirements set forth by Chapter 28, Billings Municipal City Code (BMCC) and in the general permit for Storm Water Discharges Associated with Construction Activity which can be obtained from MDEQ at: [http:// www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp](http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp)

A Notice of Intent (NOI) and a Storm Water Pollution Prevention Plan (SWPPP) shall be required. The Contractor shall submit the NOI and SWPPP to MTDEQ. A copy of the State acceptance letter shall be submitted to the Engineer upon receipt. The NOI shall be completed with the Contractor as Applicant/Certified SWPPP Administrator. The applicant shall be responsible for achieving final stabilization and submitting the Notice of Termination (NOT).

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 Montana Department of Environmental Quality.

The Contractor's responsibilities regarding maintenance of erosion control structures, after final project acceptance, will be limited to the areas disturbed by the project only. The Contractor will not be responsible for erosion control beyond the disturbed areas of this project due to adjacent construction. As most all of the project area doesn't have vegetation, those portions do not need to be reseeded.

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 acceptance.

SP - 11. CONSTRUCTION STAKING

The Engineer will provide one-time staking for the project to include the water, sanitary, and electrical (services and conduits). Additionally, the Engineer will provide project control points for the Contractor's use. Further staking outside of these points or re-staking of these points will be at the expense of the Contractor. Electronic data for the project will be provided to the Contractor for survey purposes. This electronic data will be utilized for grading. It is the responsibility of the Contractor to verify the accuracy of the survey data provided and notify the Engineer of any issues that may come up. It is the responsibility of the Contractor to construct the project per the plans provided and to notify the Engineer if the electronic data or stakes differs from the plans.

The Contractor shall notify the Engineer, in writing, with all staking requests. These requests shall be made 72 hours in advance.

Due to the project's proximity to Billings-Logan International Airport, the use of unmanned aerial vehicles is prohibited.

SP - 12. NATURE OF THE WORK

Due to the nature of this project, replacing piping systems in an old or deteriorated condition or providing new piping adjacent to the old existing piping, it is not uncommon to experience leaks or other problems with the existing piping system during installation of the new or replacement pipe. If this circumstance develops during construction and repairs are needed to keep the old system in service, the Metra Facilities Manager should be contacted immediately to shut down the existing system until repairs can be completed. The Contractor will be responsible for the repair work due to the proximity of the Contractor's crew and equipment. Payment for the Contractor's repair work shall be made under the Exploratory Excavation bid item. The Engineer shall determine if repairs significantly impacted the Contractor's ability to meet the contract timeframe, and additional calendar day(s) may be awarded.

Any reference to exploration in this specification shall mean exploration and/or repair work and will be paid at the same hourly rate. Repair work shall be completed in a timely manner, and in all cases before the completion of the shift. No payment for down time for the crew or equipment shall be made while making repairs since it is expected that the crew and/or

equipment not directly needed for repairs can be utilized for other temporary tasks on this same schedule. The above discussion refers only to problems that develop due to non-negligence of the Contractor.

SP - 13. PRIVATE UTILITIES COORDINATION

The Contractor is responsible for checking with owners of underground utilities prior to construction to determine locations in the Project Area. The Contractor shall coordinate work with private utility owners throughout the completion of the work. Prior to the start of the work, a Montana One-Call ticket must be completed by the Contractor. The Contractor is advised that some utilities may not be identified by this locate. Last Call Locating, (406) 698-9850, serves as MetraPark's private utility locate company and the Contractor shall ensure they be included in all utility locate requests.

Coordination for relocation, crossing, support, or reinstallation of all private utilities is the responsibility of the Contractor. The Contractor will obtain all permits and authorizations necessary for completion of the work near private utilities. Contractor is made aware that private utilities located at the MetraPark may not be able to be located or shown on plans and Contractor is responsible to locate and excavate without damaging these utilities during the course of the work. Locating and excavating without damaging these utilities is incidental to private utility locating and dry utility crossings. Any damage incurred to private utilities due to performing work, whether shown on plans or not, are to be repaired in a timely manner and at the expense of the Contractor.

SP - 14. POTHOLE TO VERIFY EXISTING UTILITIES

The Contractor shall pothole to verify existing utility crossing depths/separation distances for all locations where proposed facilities cross existing public and/or private utility lines with separation distances anticipated to be 2 feet or less. The pothole work shall be completed prior to construction or prior to starting the next section of work (e.g., manhole to manhole). The Contractor shall notify the Engineer immediately of any grade conflicts. Utility crossings for the purposes of this Special Provision shall include crossings of mains, laterals, and services (public and private).

Pothole verification work shall be incidental to the Underground Utility Crossing bid item as indicated in the Bid Form.

SP - 15. EXPLORATORY EXCAVATION

The requirements of this Special Provision shall supplement MPWSS Section 02221. The Contractor shall perform exploratory excavation to identify or verify the location of underground infrastructure not associated with identifying buried utilities described in SP-14 above. This work can be completed through any standard exploratory method including standard excavation, mini-excavation, hand excavation, or other approved method. The Contractor shall identify the need for and obtain prior approval from the Engineer prior to beginning any exploratory excavation. The RPR shall be on-site during the entire exploratory excavation work, which will be quantified using prevailing wage of laborer(s) and Contractor's equipment rates required to complete the work. A specific dollar amount is dedicated to this service as identified in the bid form.

SP - 16. GAS MAIN DRESSER COUPLINGS

The Contractor shall contact a natural gas company field representative when they expose dresser couplings on the gas line and identify and mark their location.

SP - 17. TEMPORARY CONTROLS

Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements that are satisfactory with the utility users and owner. Service of existing utility lines, if interrupted, shall be restored as quickly as possible. Utility lines include, but are not limited to: water, storm, sanitary sewer, power, telephone, gas, and cable. Unless otherwise noted, temporary service is incidental to the bid items involved in other Work.

SP - 18. MATERIALS TESTING

Responsibilities of Quality Control (QC) and Quality Assurance (QA) testing shall follow MPWSS Section 01400. QA testing will be completed by a representative of the Owner and follow the tables below. The Contractor will notify Engineer and testing agency of readiness of the work for testing a minimum of 24-hours prior to required testing.

The Contractor shall give the Engineer 48-hour notice of readiness of the work for testing. The Contractor shall cooperate with the QA testing agency as outlined in Section 01400 Part 3.2 of the MPWSS.

Table 1 - Materials Testing Requirements

ASPHALT CONCRETE PAVEMENT		
Test Specification/Material	Test Method	Minimum Required Frequency
Asphalt Concrete Pavement (Base Course and Surface Course)	Mix design Gradation Asphalt Oil Content Marshal Test Rice Specific Gravity (MPWSS 02510)	1 Submittal 1 test/first day or 1/1000 TN 1 test/first day or 1/1000 TN 1 test/day or 1/1500 TN 1 test/day or 1/1500 TN 3 cores/day or 3 cores/500 TN, inclusive of 1 joint core.
Compaction of Asphalt Concrete Pavement	In-Place Density/Thickness (MPWSS 02510)	1 additional core every 500 TN if paving exceeds 500 TN per day. Core locations

		will be randomly chosen by Engineering Inspector, same day as paving.
PORTLAND CEMENT CONCRETE		
Test Specification/Material	Test Method	Minimum Required Frequency
Portland Cement Concrete	Mix design Air, and Slump	1 Submittal First Truck of Each Day
Portland Cement Concrete Flatwork and Curb & Gutter	7-Day and 28-Day compressive strength (MPWSS 02515)	Every 50 CY
EARTHWORKS		
Test Specification/Material	Test Method	Minimum Required Frequency
Trench Backfill	Moisture-Density (MPWSS 02221)	1 Sub/soil type encountered
Trench Compaction	In-Place Density (MPWSS 02221/1.4) 97% Minimum	1 Submittal/borrow source
Trench Compaction (laterals outside the road template, structures, valves, hydrants and manholes)	In-Place Density (MPWSS 02221/1.4) 97% Minimum	1 test/lift/200 LF 1 test/for each 2 ft of vertical depth/2 ft from edge of structure, valve, hydrant, or manhole
Pipe Bedding	Type I Bedding gradation & Plasticity Index / Type II Bedding Gradation (MPWSS 02221)	1 Submittal
Subgrade and Embankment	Moisture-Density (MPWSS 02230)	1 Submittal per soil type encountered / 1 Submittal per borrow source
Compaction of subgrade under curbs, gutters, and sidewalks	In-Place Density (MPWSS 02230/1.3) 95% Minimum	1 test/lift/200 LF (C &G) or 1 test/lift/1000 SF (flatwork)
Compaction of subgrade and embankment for roadways	In-Place Density (MPWSS 02230/1.3) 95% Minimum	1 test/lift/4000 SF
EARTHWORKS		
Test Specification/Material	Test Method	Minimum Required Frequency

Sub Base Course	Gradation - Moisture Density - Fractured Faces (Crushed) - LA Abrasion, LL, PL, and PI (MPWSS 02234)	1 Submittal
Compaction of Sub Base Course for roadways	In-Place Density (MPWSS 02234/1.3) 95% Minimum	1 Test/lift/4000 SF
Crushed Base Course	Gradation - Moisture Density - Fractured Faces (Crushed) - LA Abrasion, LL, PL, and PI (MPWSS 02235)	1 Submittal
Compaction of crushed base course under curbs, gutters, and sidewalks	In-Place Density (MPWSS 02235/1.3) 95% Minimum	1 test/lift/200 LF (C &G) or 1 test/lift/1000 SF (flatwork)
Compaction of crushed base course for roadways	In-Place Density (MPWSS 02235/1.3) 95% Minimum	1 test/lift/4000 SF

SP - 19. DEWATERING

The Contractor is advised that groundwater is present at the project Site. The Contractor is responsible for providing dewatering equipment and methods for this project as outlined in MPWSS Section 02221. Dewatering costs are incidental to the pipeline and appurtenance costs, as per MPWSS Section 02221(3.4)(3). A geotechnical report is included in the Contract Documents. Bore logs included in the geotechnical report indicate observed groundwater at the time of field exploration and may not be indicative of other times at other locations. The Contractor is advised that groundwater elevations can be expected to fluctuate with varying seasonal, irrigation, and weather conditions. Groundwater was observed at the shallowest point at 8.5 feet below ground surface. 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. Pipe, bedding, or backfill materials shall not be placed below the groundwater elevation established by dewatering operations. The Contractor shall promptly remove all temporary electrical and dewatering systems upon completion of the work. Other areas requiring dewatering may be encountered throughout the Project depending on irrigation, operation of canals and ditches, local precipitation, seasonality, and other factors. The contractor shall provide a dewatering plan and provide it to the Engineer prior to dewatering.

Control of groundwater shall be accomplished in a manner that will not negatively impact 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 will be repaired at the Contractors expense. Temporary water shall be provided for wells that are reduced in capacity as a result of dewatering at the Contractor's expense.

Contractor is responsible for all aspects of dewatering including preconstruction surveys, design, operation, monitoring, and post construction surveys. Dewatering saturated fine-grained soils may initiate consolidation of load bearing soils and contribute to potential differential settlement of foundations. The Contractor shall limit open trench lengths requiring dewatering as practicable when in proximity to existing structures.

The Contractor shall conduct structure surveys prior to construction and following construction at a minimum of 200 feet from any dewatering activity. The surveys shall, at a minimum, include photographic and narrative documentation of foundations, flatwork, patios, fences, curbs, and pavement and shall also document the operation of all windows and doors. This survey shall be incidental to the project and no additional payment will be made. A copy of the completed structure surveys following construction shall be provided to the Engineer.

SP - 20. CONSTRUCTION TRAFFIC CONTROL

Traffic control within the MetraPark property related to the Work is addressed in the Construction Zones Special Provision. The Contractor will provide pedestrian signage and control markings including, but not limited to, fencing, signs, cones, and barriers as necessary to direct pedestrians around the work and to the entrances of the Pavilion and Expo throughout the work.

SP - 21. CONSTRUCTION ZONE

The construction zone is intended to provide general concepts and descriptions for the Contractor to follow. All work described herein is part of the Construction Traffic Control bid item. MetraPark owns two programable signage boards that may be utilized by Contractor during events for directing traffic. Programable boards will not be used for extended periods of time. The Contractor will provide updates at the weekly construction meeting regarding closures and traffic routing related to the project. Construction traffic control for the purpose of the Work includes vehicular traffic and pedestrian traffic within the project.

Pedestrian traffic is to be maintained to the Metra facilities throughout the duration of the project. Alternative pedestrian routes must be identified to bypass pedestrians around the active Work zones as necessary during MetraPark events. Pedestrian rerouting plans must be provided to the Engineer for review and approval prior to rerouting, if required during the work. Shutdown of areas for construction is defined as when Work restricts vehicles from driving on or parking within that Zone. Shoulder work or clean-up activities may be conducted in any of the work Zones throughout the project, so long as the current use is re-established for each of these areas.

The Contractor is to determine their areas of scheduling and sequencing of the work, so long as it meets the guidelines established herein. The Contractor is also to determine their area of laydown at the Metra property for the purposes of the Work. The Contractor may utilize an area within the Project area or, by request, may elect to utilize an area on the eastern portion of the Metra property.

SP - 22. PIPE BEDDING

Locations where trench subgrade for installation of water, sanitary sewer, or storm drain piping is unsuitable for Type 1 bedding only, up to 18" of Type 2 bedding, or down to the depth of stiffer/ denser soils, shall be placed beneath Type 1 bedding, whichever is less. Unsuitable trench subgrade soils would be loose/very soft sand and clays. It is anticipated that 50-60% of the utilities will require this, with an average thickness of 12" of Type 2 bedding. Extents will be determined by engineering observations in the field during construction.

Type 1 bedding shall be the same well-graded material as Type 2 bedding to reduce the risk of fines pumping due to groundwater fluctuations. Contractor may also decide to wrap the bedding (top, bottom, and sides) with a 6-ounce non-woven geotextile fabric to further reduce the risk of pumping fines within the bedding. Contractor may select well-graded pipe bedding material or fabric wrap of trenches, either option is incidental to the associated pipe installation Bid Item. The Contractor shall refer to the geotechnical report, which is attached and made part of contract documents.

SP - 23. ABANDONING/REMOVAL OF EXISTING PIPE & APPURTENANCES

Where the existing water main, storm drain, sanitary main, and associated appurtenances including services, laterals, etc. are located within the trench limits of the new pipe, the existing pipes and associated appurtenances (valves, fittings, manholes, inlets, etc.) shall be removed and legally disposed of off-site. Removal and disposal of all pipe types shall be incidental to the pipe being installed.

Where the existing pipe is located outside the trench limits of the new main(s), the existing piping shall be abandoned in place. The ends of all abandoned pipe shall be plugged with Class M-3000 concrete, which shall be considered incidental to the work.

All valve boxes and curb boxes on abandoned water mains or service lines outside the trench limits for new construction shall be removed and surface restoration completed. At a minimum, the top two feet of boxes shall be removed, and the remainder filled with gravel. Gravel shall be consolidated to fill all voids.

The Contractor shall be aware that existing water valves and fittings such as bends, tees, reducers, etc. are expected to be restrained with concrete thrust blocks under the valves and around the fittings. Removal, disposal, or preserving (if required) of concrete thrust blocks or concrete encased valves, fittings or other appurtenances include any rebar anchors, shall be considered incidental to the work.

SP - 24. TEMPORARY WATER SUPPLY

The requirements of this Special Provision shall supplement MPWSS Section 01580. Water service is required to be provided to MetraPark at all times during construction, except for brief periods of time connecting to existing water mains. The Contractor shall coordinate construction with all affected parties to fulfill this requirement. A scheduled construction plan shall be provided to the Engineer and Owner showing how the Contractor plans to fulfill this requirement. Existing valves within the property shall be used to isolate sections of water main and Contractor is to coordinate with Metra staff and Engineer to locate.

Should the Contractor require temporary valves to fulfill this requirement, the valves and the work required to install and remove valves shall be incidental to the Project. When shutdowns are necessary to complete connections, the Contractor shall coordinate with the Engineer and Owner prior to all temporary disruptions in water service to any facilities within MetraPark.

Mainline valves may be utilized to provide continued service to buildings on the property during construction of new mainline watermain. Rehabilitation of services will require disruption of service to the associated buildings. Contractor may complete a temporary shut down of those services, if approved by the building owner/user in writing upon their review of a proposed timeline provided by the Contractor.

SP - 25. EMBANKMENT FILL

The embankment fill quantity includes the removal of any hard surfacing found within excavation limits and spreading of the on-site stockpile as identified on the plans. The Pond Material Embankment Fill quantity is classified as the material from the pond area identified on the plans sufficient to reach desired final grading elevations as shown on the plans. Unclassified excavation is incidental to the Embankment Fill bid items. Clarification of quantities for the embankment fill bid items is included within the summary sheets in the Project Plans.

The embankment fill is for the fill areas shown within grading areas. If excessively soft areas are found during a proof roll with a loaded water truck of the Embankment Fill areas of the project, sub-excavation and repair will be incidental to the Embankment Fill bid items. Sub-excavation and repair shall be sufficient to allow a proof roll to pass.

The Main Arena and Practice Arena will have Arena Screened Soil material as identified on the plans. A stockpile is available at the Project site for use that will be identified by MetraPark staff prior to the work and will be stockpiled adjacent to the Project Area. The exact location of the material is not shown on the plans as this material will continually be used by MetraPark for events until such time as it is placed in the Main Arena and Practice Arena. The estimated quantity of the material is included on the Bid Form and Contractor is made aware that reuse of the material may have affected the total quantity that will be available. Contractor is to utilize as much of the material as reasonably possible. Arena Screened Import soil is to meet the following gradation requirements.

The volume of fill materials is subject to change if additional Embankment Fill material can be obtained by the MetraPark prior to the project and also based upon the actual recoverable quantity of the on-site Arena Screened Soil material at the time of the Work. Determination of the quantity of the Embankment Fill material will be completed by comparison of the existing ground surface to a survey of the stockpiled material immediately before the Work commences. The on-site Arena Screened Soil material will be surveyed prior to the Work and again following relocation of that stockpile to the location shown on the Plans. These surfaces will be used to determine volumes of soils and may be made available to the Contractor if requested.

SP - 26. 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 its suitable for backfill in accordance with Section 02221 of MPWSS, Seventh Edition. All costs associated with this work shall be considered incidental. If the Contractor chooses not to condition the unsuitable materials, imported material approved by the Engineer shall be substituted for

backfill. All costs associated with imported material and disposal of unsuitable materials shall be considered incidental.

Trench imported backfill shall meet the following criteria:

Gradation	Percent Finer by weight (ASTM C136)
3-Inch	100
No. 4 Sieve	40-85
No. 200 Sieve	35 (max)
Liquid Limit	30 (max)
Plasticity Index	10 (max)

On-site materials may be found to be unsuitable for use as Embankment in Place. Should the Contractor be unable to find suitable materials within any of the excavated materials at the time of the Work, Imported Borrow Materials may be allowed with approval of Engineer. Suitable materials for Embankment in Place shall be gravel, sand, silt, or clay having a plasticity index less than 20.

SP - 27. ON-SITE STOCKPILES AND MATERIALS

The MetraPark staff will remove on-site stockpiles and materials that will impact Contractor activities within the Construction Zones identified in SP-21. Contractor shall notify MetraPark of their schedule to complete surfacing and grading work a minimum of two weeks prior to commencement of work.

SP - 28. TRACER WIRE

All buried conduits or pipes installed as part of the Project shall have tracer wire installed and properly secured to the top of the conduit. Tracer wire shall be Copperhead™ HS-CCS HDPE 30 mil, or approved equal, with the following properties:

- #12 AWG high-strength copper clad steel conductor (HS-CCS)
- 30-mil HDPE insulation minimum
- Rated for direct burial use at 30 volts.

Tracer wire installation shall be incidental to the conduit installation it is associated with. Stormwater or sanitary runs in straight sections between accessible manholes does not require tracer wire installation.

SP - 29. SURVEY MONUMENTS

The Contractor shall be aware that there are multiple survey control points throughout the project area, in addition to boundary line monuments at the property boundaries. Any survey marker or monument that is disturbed or destroyed by the Contractor outside of the work zone shall be replaced at the Contractor's expense by a Professional Land Surveyor registered in the State of Montana.

SP - 30. LANDSCAPE SURFACE RESTORATION

Landscape features consisting of grass (including native grass and sod) and landscape rock or mulch that are disturbed shall be restored to original or better condition unless otherwise directed in the plans or by the Engineer. Trees, shrubs, and other landscape elements not specifically referenced herein will not be replaced unless specifically referenced in the contract plans. No additional payment for landscape restoration will be made and shall be incidental to the project. There shall be no measurement and payment of crossing lawn sprinkler systems if encountered. These shall be considered incidental to the work.

SP - 31. TREE AND SHRUB TRIMMING AND REMOVALS

The Contractor shall remove the trees and shrubs within the project limits in accordance with all OSHA and ANSI specifications pertaining to tree work and not endanger life or damage adjacent trees or property, either public or private. Trim back all trees, bushes, shrubs, etc. as necessary to complete the work. Trimming shall be incidental to the work item being completed and no additional payment shall be made. No trimming shall be allowed unless approved by the Engineer. If trimming occurs, the Contractor shall clean up the trimming site and all debris shall be removed and disposed of properly.

In cases where trees are to be removed, if the Contractor utilizes equipment for digging of a stump, care shall be taken to protect surrounding buried utilities from damage.

All stumps and roots shall be removed by digging, cutting, or grinding to a depth sufficient for construction of planned improvements or a minimum of 6 inches below the top of existing or planned curb and gutter grade for trees removed in boulevard areas.

All stump shavings, twigs, and other organic debris shall be removed. These materials shall not remain on site and in no case be incorporated into the subgrade or placed onto private property. Backfill all areas where stumps and roots have been removed to the level of the adjoining grade with topsoil. The topsoil shall be properly leveled and lightly compacted, so as to ensure a minimum of settlement. All adjacent disturbed areas and areas where backfill material was placed shall be seeded per the requirements of Section 02910.

The Contractor shall not cut tree roots or trim tree branches on trees that are not being removed without the approval of the City Forester or the Engineer. Trees shall not be removed until marked with a painted "X" by the Engineer.

SP - 32. CONDUIT - PVC 2"

PVC shall be Schedule 40 or Schedule 80 as dictated by the NEC. The conduit shall protrude 5 inches above anchor pole foundations. All conduit shall be installed a minimum of 30 inches below curb grade in sidewalk areas and to a depth of not less than 30 inches below finished grade in all other areas.

All conduit fittings shall be solvent welded. The minimum bending radius on PVC shall be 18 inches.

Disturbed areas shall be repaired equal to the existing condition in accordance with applicable provisions of the Standard Specifications and to the satisfaction of the Owner.

Free ends of empty conduits shall be capped to prevent the entry of water, dirt, or rocks. All empty conduit runs, designated to remain so, shall have a standard nylon pulling cord tied off at each end. Install conduit bell end bushings per NEC prior to installing conductor.

SP - 33. PULL BOX - COMPOSITE TYPE 2

Contractor shall perform all work relating to pull boxes using concrete, according to the Montana Public Works Standard Specifications 7th Edition, as modified below.

Pull boxes shall be installed in areas with potential for load bearing conditions as may be indicated on the plans and shall be level with the surrounding area.

Where pull boxes are installed on slopes, place a minimum 4-inch-deep by 12-inch-wide collar of concrete around the lip of the pull box and grade to prevent erosion. Conduit shall enter from the bottom of the box.

SP - 34. EXPLANATION OF METHOD OF MEASUREMENT AND PAYMENT

The following Special Provision clarifies the method of measurement and payment for those items that necessitate further information or are not included within the Montana Public Works Standard Specifications. All quantity measurements will be completed by the neat line method according to the Plans and Specifications. Bid items not included within this Special Provision shall be measured and paid for according to Montana Public Works Standard Specifications. No other bid items are to be included for the work beyond those included in the bid form to provide a complete project meeting the intent of the plans. All Work not included within the bid items on the bid form is to be considered incidental to the bid items provided.

Bid Items 101 - Mobilization/Demobilization - Twenty five percent (25%) of the amount bid for mobilization/demobilization shall be paid when five percent (5%) of the contract amount is paid for contract items and for invoiced materials in storage. Subsequent mobilization/demobilization payments shall be made based on the percent of construction completed, excluding previous mobilization/ demobilization payments.

Mobilization shall consist of preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of his personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for all work on the project; and for other work and operations that

must be performed or costs incurred before beginning work on the various items on the project site.

Mobilization/demobilization costs for subcontracted work shall be considered to be included. Mobilization for this project shall also include submission and approval of the Contractor's Traffic Control Plan and Quality Control Plan. No payment shall be made for mobilization/demobilization until these plans are reviewed and approved by the Owner.

Bid Items 102 - Taxes, Bonds, Insurance - The lump sum (LS) bid for Taxes, Bonds and Insurance shall be paid on the first progress payment one hundred percent (100%) upon mobilization to begin construction of a particular schedule, only if the bid price for this item is less than five percent (5%) of the total price of that schedule. For that portion of the taxes, bonds and insurance greater than five percent (5%), if any, payment shall be made in increments on the basis of the percentage of work completed of each progress payment for that schedule.

Bid Items 103 - Construction Surveying - This item will be paid on a lump sum (LS) basis. Progress payments shall be made to the Contractor in proportion to total construction completed.

Bid Items 104 - Construction Traffic Control - This item will be paid on a lump sum (LS) basis. Progress payments shall be made to the Contractor in proportion to total construction completed.

Bid Items 105 - SWPPP Administration - Payment for this bid item shall include all permit, monitoring, and reporting fees, adherence to SWPPP water quality requirements associated with all construction activities, including dewatering, and shall be 25% on the initial pay application. Subsequent payments shall be made based on the percent of construction completed, excluding previous payments.

Bid Item 106 - Miscellaneous Force Account - Payment for this item shall be based on approved Engineer's Field Order - Force Account prepared by the ENGINEER in accordance with the General Conditions Article 11 - Changes to the Contract.

Bid Items 107 - Miscellaneous Demo Items - Payment for this bid item will be full compensation for removing and reinstalling or relocating, at the direction of the Owner, miscellaneous items within the Work area. These items shall include, but not be limited to, items listed within Engineering Plans without a specific bid item to complete said demolition, removal of existing block retaining walls, temporarily relocating ticket booths, sheds, and dumpsters, removing and reinstalling existing boulders, Jersey Barriers, bollards, and other non-permanent structures that may impact completion of the work. The contract price for the various components of this work shall include all miscellaneous labor, tools, equipment use, temporary storage, and other incidentals that may be required. This item will be paid on a lump sum (LS) basis to be requested at the completion of site demo work.

Bid Items 108 - Exploratory Excavation - Measurement of this bid item shall be made for the actual time, to the nearest one-half hour, during which equipment is used (authorized prior to the Work or directed by the Engineer) for exploratory excavation and backfilling operations as documented by the RPR. Payment will be made at the unit prices as identified in the Special Provisions, which price shall include the equipment and labor used for the digging and

backfilling operation, including excavation and compaction equipment and labor required for the exploratory excavation including no more than one operator and one laborer.

Bid Items 110 - Private Utility Locating - Payment for Private Utility Locating shall be on an hourly basis, based on the approved locating subcontractor's standard hourly rates. Payment shall include all equipment, labor, and materials to complete the location of private utilities, as identified herein.

Bid Items 111 - Underground Utility Crossing - This bid item shall include each existing underground utility crossing to remain in place during construction in accordance with the locations shown on the Construction Plans. Compensation includes labor, tools, materials, equipment, and incidentals necessary to protect and support the existing utilities during construction.

Measurement will be by numerical count of underground utility crossings. Payment for this bid item shall be at the contract bid price per each (EA), which price shall include full compensation for production slowdown, locating utilities, costs to repair any utility damaged by the Contractor when such utility is shown on the plans, of a known location, or not shown on the plans or of an unknown location but located in the field, utility relocation costs to the utility company if relocation is requested by the Contractor, and all other costs associated with the utility crossing, including excavation, removal and replacement of unsuitable backfill materials, backfill, dewatering, hand compaction, specified sand materials, and appurtenances necessary to complete the bid item. No payment will be made for utility crossings which are either to be abandoned as a result of this Project or have been abandoned prior to the start of this Project. Payment will be made for utility crossings which are a part of this Project and are constructed prior to the water/sewer/storm line installation. No separate payment will be made for crossing utilities that are lowered as part of this contract and paid for under separate bid items. If multiple utilities lie within 12 inches of one or more other utilities, payment for one utility crossing will be made. If multiple utilities are closer than 12 inches and the total width is greater than 12 inches, payment will be made to each 1-foot width containing multiple utilities.

There shall be no measurement and payment for utilities that are crossed over (whether exposed or not). There shall be no measurement and payment of surface or overhead utility crossings, nor of services of the facility type being replaced. There shall be no measurement and payment of private lawn sprinkler systems if encountered. These shall be considered incidental to the work. No measurement will be made for crossing utilities installed by Contractor.

No payment shall be made for paralleling adjacent utilities, regardless of the space horizontally or vertically between the existing utility and the improvement and shall be considered incidental to the work.

If the paralleled utility crosses from one side of the trench to the other side of the trench for the improvements, it will be paid for as a utility crossing. If the utility runs diagonally, it will be paid the same as a perpendicular cross of the utility.

Bid Item 132 - Seeding - Seeding shall follow the requirements of MPWSS 02910, with the exception of being measured as lump sum (LS).

Bid Item 201 - On-site Stockpile Embankment Fill - Measurement and payment for this item shall be made on a cubic yard basis and include all labor, materials, equipment, and compaction needed to spread the on-site stockpile of embankment fill in the project fill areas.

Bid Item 202 - Pond Material Embankment Fill - Measurement and payment for this item shall be made on a cubic yard basis and include all labor, materials, equipment, and compaction needed to excavate material from the pond borrow area indicated in the plans and spread the in the project fill areas.

Bid Item 203 - On-site Arena Screened Soil - Measurement and payment for this item shall be made on a cubic yard basis and include all labor, materials, equipment, and compaction needed to spread the on-site stockpile of arena screened soil within the Main Arena as shown on the plans.

Bid Item 204 - Import Arena Screened Soil - Measurement and payment for this item shall be made on a cubic yard basis and include all labor, materials, equipment, and compaction needed to haul in and spread arena screened soil within the Main Arena and Practice Arena as shown on the plans.

Bid Items 301 - Live Tap New Service to Existing Water Main - Shall include each connection to existing water lines in the distribution system. Measurement will be by numerical count (EA) of connections. Payment shall include full compensation for the live tap connection, disinfectant to prevent contamination of the existing water main, pipe specials, gaskets, fittings, joints, hardware, hot tapping sleeves, curb stops, gravel drains, thrust blocks, protective coating, restrained joints, leak testing, and furnishing all labor, material, and equipment necessary to complete the work. Contractor shall be aware that locations of existing water mains are approximate based upon field locates and shall be field verified by Contractor prior to Work.

Bid Items 302 - 2" Water Service - Measurement of water service line is made in lineal feet along the centerline of pipe through all valves, fittings and appurtenances. Payment for water service line will be made at the contract unit price bid per lineal foot (LF) of the various sizes called for, which includes furnishing and installing pipe, furnishing and placing Type 1 pipe bedding, trench excavation and backfill, cleaning, testing and disinfecting the water main, all materials, tools, labor and equipment necessary to complete the item and all incidental work related thereto.

Bid Items 303 - Yard Hydrant - Bid Item shall be measured and paid per each (EA) yard hydrant assembly installed and accepted in-place. The price includes all saddles, corporation stops, piping, fittings, equipment, labor, and any other work or materials necessary to complete installation from the water service to the yard hydrant location.

Bid Items 502 - Conduit - PVC 2" - Measurement and payment shall be based on the linear feet (LF) of conduit pushed or trenched, measured from the center of pull box to the center of pull box, controller or other point of termination and shall include excavation, placing of conduit, insulated bushings, backfill, intercepting and splicing to existing conduit, and repair of surface to the satisfaction of the Owner and all other incidentals necessary to complete this work. Conduit risers in pull boxes or controllers shall not be included in the measurement and the costs for these items shall be included in the Contractor's unit bid price for conduit.

Bid Item 503 - Pull Box - Composite Type 2 - Measurement and payment will be per each (EA) pull box unit to include excavation, placement, bedding stone, ground rods, restoration, and other work or materials incidental to the installation.

END SECTION 00910

CONTRACTOR'S INSURANCE GUIDE

Commercial General Liability

_____ Occurrence Policy
_____ Claims Made Policy (follow-up date _____)
Each Occurrence \$1,500,000.00
General Aggregate Including Umbrella \$3,000,000.00
Products/Completed Operations Aggregate \$3,000,000.00

Coverages

_____ Premises/Operations
_____ Products/Completed Operations
_____ Contractual Liability
_____ Underground
_____ Explosion and Collapse PER PROJECT AGGREGATE ENDORSEMENT
_____ Blasting
_____ Independent Contractors Coverages
_____ Broad Form Property Damage
_____ Personal Injury
_____ Property Damaged Deductible (not to exceed \$5,000.00) \$ _____
_____ Railroad Protective Policy
_____ Commercial Automobile
_____ All-owned, adequate limits including umbrella \$1,500,000.00
_____ Hired Automobile Liability including umbrella \$1,500,000.00
_____ Non-Owned Automobile Liability including umbrella \$1,500,000.00
_____ Workers' Compensation
_____ Occupational Accident/Disease Statutory
_____ Employer's Liability including umbrella \$1,500,000.00
(Attach certificate)
_____ Other Requirements
_____ Company Rating (A.M. Best) B+ VI or Better
_____ 30-Day Cancellation Clause
_____ Additional Insured's
_____ Owner/Architect/Engineer Named as Additional Insured (all named as an additional primary and non-contributory insured.)

Builder's Risk and Other Property Insurance

_____ Coverages
_____ Physical loss or damage
_____ Temporary buildings, materials and equipment stored and in transit
_____ As insured property; work and all materials, supplies, machinery, apparatus, equipment, fixtures, other property required to complete the Work
_____ Expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects)
_____ Maintained in effect until Work is complete
_____ Additional Insured's
_____ Owner/Architect/Engineer/Contractor/Subcontractor (of every tier) named as Additional Insured (all named as an additional primary and non-contributory insured.)

Owners and Contractors Protective

_____ \$1,000,000.00 Each Occurrence, \$2,000,000.00 Aggregate
_____ Circle One (Endorsement) or (Separate Policy)
_____ A separate policy shall have Yellowstone County as the named insured. Attach Certificate to this checklist.

GEOTECHNICAL REPORT



2511 Holman Avenue
P. O. Box 80190
Billings, Montana 59108-0190
p: 406.652.3930; f: 406.652.3944
www.skgeotechnical.com

Corrosivity of Soil

ASTM G162/G187, AASHTO T 88

Date: September 11, 2024

Project: 24-4451G Geotechnical Evaluation
Metra Park Grandstands
Billings, Montana

Client: James Matteson
Yellowstone County
jmatteson@yellowstonecountymt.gov

CC: Greg Reid
WWC Engineering
greid@wwcengineering.com

Date sampled: 8/21-8/23/24
Sampled by: Drill Crew

Date tested: 8/26/24
Tested by: MW

Boring	Depth (feet)	Resistivity ($\Omega \cdot \text{cm}$) Soil Box	Conductivity (m.mhos/cm) Calculated	pH	Marble pH	Sulfate (wt %)	Sulfide (mg/kg)	Oxid- Reduc (mV)
ST-4	4-5½	1730	0.578	8.16	8.09	0.0161	NT	NT
ST-2	4-5½	561	1.783	7.79	7.77	0.1220	NT	NT

Remarks: ND = non-detect
NT = not tested
Sulfate result is E300.0 water soluble method from Energy Labs.



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September 6, 2024

Project 24-4451G

Mr. James Matteson
Yellowstone County Procurement Officer
Via Email: jmatteson@yellowstonecountymt.gov

Dear Mr. Matteson:

Re: Geotechnical Findings Report, Proposed Grandstands, Metra Park Outdoor Arena, Billings, Montana

We have completed the geotechnical findings for the above-referenced project. Our report was completed in general accordance with our proposal to you, dated August 13, 2024.

The attached report contains the following information.

- Log of Borings ST-1P, ST-2, ST-3, ST-4, and ST-5P
- Laboratory Test Results

Thank you for using SK Geotechnical. If you have any questions regarding this report, or require our services during the construction phase of this project, please call Greg Staffileno at (406) 652-3930.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jaye M. Wells'.

Jaye M. Wells
Engineering Geologist

A handwritten signature in blue ink, appearing to read 'Greg T. Staffileno'.

Gregory T. Staffileno, PE
Reviewing Engineer

Cc:
Mr. Greg Reid
WWC Engineering
greid@wwcengineering.com

Attachments:

Appendix 1

Boring Location Sketch

Descriptive Terminology

Log of Boring Sheets ST-1P, ST-2, ST-3, ST-4, and ST-5P

Laboratory Test Results

- Atterberg Limits
- Sieve Analysis
- Corrosion

Appendix 2

Previous Boring Location Sketch

Log of Boring Sheets ST-2 through ST-5 for Expo Building

Log of Boring Sheets ST-34P and ST-36 for Metra Park Improvements

Project Information

General. Yellowstone County is planning to construct new grandstands and an outdoor arena at the Metra Park facility where the old horse track and grandstands used to be located. The purpose of the geotechnical findings report was to provide graphical log of borings showing subsurface soil and groundwater information to the design-build grandstand contractor.

Scope. The desired scope of services was outlined in an email from Mr. Greg Reid, PE, with WWC Engineering (WWC) on August 1 and 2, 2024. On August 13, 2024, we submitted a proposal to James Matteson of Yellowstone County for the work. We were authorized to proceed in accordance with the proposal on that same day.

Our scope of services was limited to:

- Staking the boring locations and determining ground surface elevations at the boring locations.
- Coordinating the locating of underground utilities near the boring locations.
- Conducting five penetration test borings to a depth of 25 feet in the proposed bleachers area with two being completed as piezometers (ST-1P and ST-5P).
- Returning the samples to our laboratory for visual classification and logging by an engineering assistant.
- Conducting moisture content testing, Atterberg Limits, sieve analysis, and corrosion testing.
- Submitting a geotechnical findings report containing logs of the borings and the results of tests.

Documents Provided. The following documents were provided for our use:

- “Preliminary Site Layout 8.01.2024”
- “Metra Park Grandstand Budget Proposal 7.8.24”
- Bleacher Drawings, “23sd029_Billings MT R1”

Locations and Elevations. Boring locations were selected by SK Geotechnical and are shown on the attached Boring Location Sketch. The locations were referenced to the Preliminary Site Layout referenced above. Penetration test borings are designated by the prefix "ST." Borings with piezometers are designated by the suffix "P." Borings ST-1P through ST-5P performed in August 2024 are included in Appendix 1.

SK Geotechnical has performed other borings in the area for previous projects as described below.

- In August 1994, Borings ST-2 through ST-5 were performed for the Expo Building west of the proposed grandstands.
- In November 2023, Borings ST-34P and ST-36 were performed for the new waterlines. Boring ST-34P is northeast of the grandstands as a piezometer, so groundwater measurements could be collected, if desired. Boring ST-36 was performed northwest of the proposed grandstands.

These boring logs as well as a Previous Boring Location Sketch are included in Appendix 2.

Ground surface elevations at grandstand Borings ST-1P through ST-5P were measured using a commercial-grade GNSS device. Ground surface elevations are shown on the Log of Boring Sheets which are attached.

Results

General. Log of Boring sheets indicating the depth and identification of the various soil strata, the penetration resistances, laboratory test data, and water level information are attached. It should be noted, the depths shown as boundaries between the strata are only approximate. The actual changes may be transitions and the depths of the changes vary between borings.

Geologic origins presented for each stratum on the Log of Boring sheets are based on the soil types, blows per foot, and available common knowledge of the depositional history of the site. A detailed evaluation of the geologic history of the site was not performed.

The borings were performed where the grandstands were located, and have since been demolished. Due to previous developments, some existing fill was expected on-site and encountered by the borings. The ground surface was flat and had no vegetation. It is our understanding the area was recently flattened for parking for the Montana Fair.

Soils. The borings encountered 2 1/2 to 10 feet of existing fill. Beneath the existing fill, the general soil profile encountered at the borings was silty sand alluvium underlain by gravel alluvium. These strata are described in more detail below.

Existing Fill. The existing fill and possible existing fill was encountered and varied from silty clay, poorly graded gravel with sand, silty gravel, silty sand, lean clay, and clayey sand to depths ranging from 2 1/2 to 10 feet. The site has highly variable existing fill depth and consistency due to previous developments. Penetration resistances in the gravel fill ranged from 11 to 53 blows per foot (BPF), indicating the gravel is medium dense to very dense. Penetration resistances in the sand fill ranged from 6 to 31 BPF, indicating the sand is loose to dense. Penetration resistances in the silty clay and lean clay were 16 and 17 BPF, indicating the clay is stiff to very stiff.

Underlying the existing fill was silty sand with lenses of clayey sand and lean clay that is possible existing fill. The penetration resistances in the silty sand ranged from 3 to 10 BPF, indicating the silty sand is very loose to loose.

The penetration resistances indicate numerous loose layers of existing fill are present on the site, indicating the fill was most likely not placed in a controlled manner and properly compacted. It is also possible compressible and decomposable materials could be buried in or beneath the existing fill. Uncompacted fill, compressible and decomposable materials can consolidate, causing structured supported above them to settle excessively.

Alluvium. Boring ST-1P encountered a 1-foot-thick layer of sandy lean clay alluvium from 7 1/2 to 8 1/2 foot. Penetration resistances in the clay was 4 BPF, indicating the clay is rather soft.

Gravel alluvium was encountered in the borings below depths ranging from about 8 to 10 feet that varied from poorly graded gravel to silty gravel. Boring ST-3 encountered a silty sand layer from 11 to 15 1/2 feet. Penetration resistances in the gravel ranged from 7 BPF to 50 blows for 5 3/4 inches of penetration, indicating the gravel is loose to very dense, but is primarily medium dense to dense. The silty sand layer was also loose.

Groundwater. Groundwater was in all five borings, and the results are summarized below in Table 1 below. It should be noted, groundwater levels can also fluctuate depending on snow melt, run-off, precipitation, irrigation, leaking utilities, subsurface characteristics, nearby Yellowstone River fluctuates and other factors not evident at the time of our fieldwork. Borings ST-1P and ST-5P were completed as piezometers with flush-mount manhole covers that can be opened and measured for construction. by collecting these measurements, the design-build contractor can evaluate the effects of groundwater on the structure and related to earthwork, i.e., subexcavation and replacement of existing fill.

Table 1. Summary of Laboratory Tests

Boring Number	Ground Surface Elevation	Depth to Groundwater	Corresponding Groundwater Elevation
ST-1P	3073.1	11.4	3061.7
ST-2	3073.1	10.1	3063.0
ST-3	3072.1	11.0	3061.1
ST-4	3072.2	8.5	3063.7
ST-5P	3072.6	9.6	3063.0

Laboratory Tests

The results of the laboratory tests are presented on the Log of Boring Sheets and laboratory result sheets in Appendix 1.

Pocket Penetrometer Tests. The clayey samples were tested with a pocket penetrometer to estimate their unconfined compressive strengths. A pocket penetrometer consists of a 1/4-inch diameter rod that is pushed 1/4 inch into the clay soil by a spring. Compression of the spring has been correlated to the unconfined compressive strength of clay soils by the manufacturer. The results of the pocket penetrometer test are presented on the Log of Boring sheets in the Appendix.

Classification Tests. Classification tests consisting of Atterberg limits and full sieve analysis were conducted on selected samples from the borings. Table 2 following this page provides a summary of the classification tests.

Table 2. Summary of Laboratory Tests

Boring	Depth (feet)	Atterberg Limits			P ₂₀₀ (%)	ASTM Symbol
		LL	PL	PI		
ST-1P	1 1/2 – 3	19	16	3	30.2	SM
ST-3	6 1/2 – 8	NP	NP	NP	35.4	SM
ST-4	4 – 5 1/2	21	18	3	66.3	ML
ST-5P	6 1/2 - 8	32	17	15	85.8	CL

*NP – nonplastic

The tests indicate the soils consist of primarily silty sand, silt with sand, and lean clay. The ASTM symbol for these soils are SM, ML, and CL.

Corrosion. Corrosion tests were performed on two samples obtained from the borings. The results are shown below in Table 3 below, however, results for sulfate test results from Energy Labs are pending and will be submitted separately.

Table 3. Corrosion Test Results

Boring	Depth (feet)	Resistivity (Ω •cm) Soil Box	Conductivity (m.mhos/cm) Calculated	pH	Marble pH	Sulfate (wt %)
ST-4	4-5 1/2	1730	0.578	8.16	8.09	pending
ST-2	4-5 1/2	561	1.783	7.79	7.77	pending

Procedures

Drilling and Sampling. The penetration test borings were performed on the dates indicated on the boring logs with a CME 75HT or a Mobile B57 core and auger drill rig. Sampling for the borings was conducted in accordance with ASTM D 1586, "Penetration Test and Split-Barrel Sampling of Soils." Using this method, we advanced the borehole with hollow-stem auger to the desired test depth. Then a 140-pound hammer falling 30 inches drove a standard, 2-inch OD, split-barrel sampler a total penetration of 1 1/2 feet below the tip of the hollow-stem auger. The blows for the last foot of penetration were recorded and are an index of soil strength characteristics.

Soil Classification. The drill crew assistant visually and manually classified the soils encountered in the borings in accordance with ASTM D 2488, "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." A summary of the ASTM classification system is attached. All samples were then returned to our laboratory for review by a geologist. Representative samples will remain in our office for a period of 60 days to be available for your examination.

Groundwater Observations. Approximately ten minutes after taking the final sample in the bottom of a boring, the driller probed through the hollow-stem auger to check for the presence of groundwater. Immediately after withdrawal of the auger, the driller again probed the depth to water or cave-in. The boring was then backfilled to the ground surface.

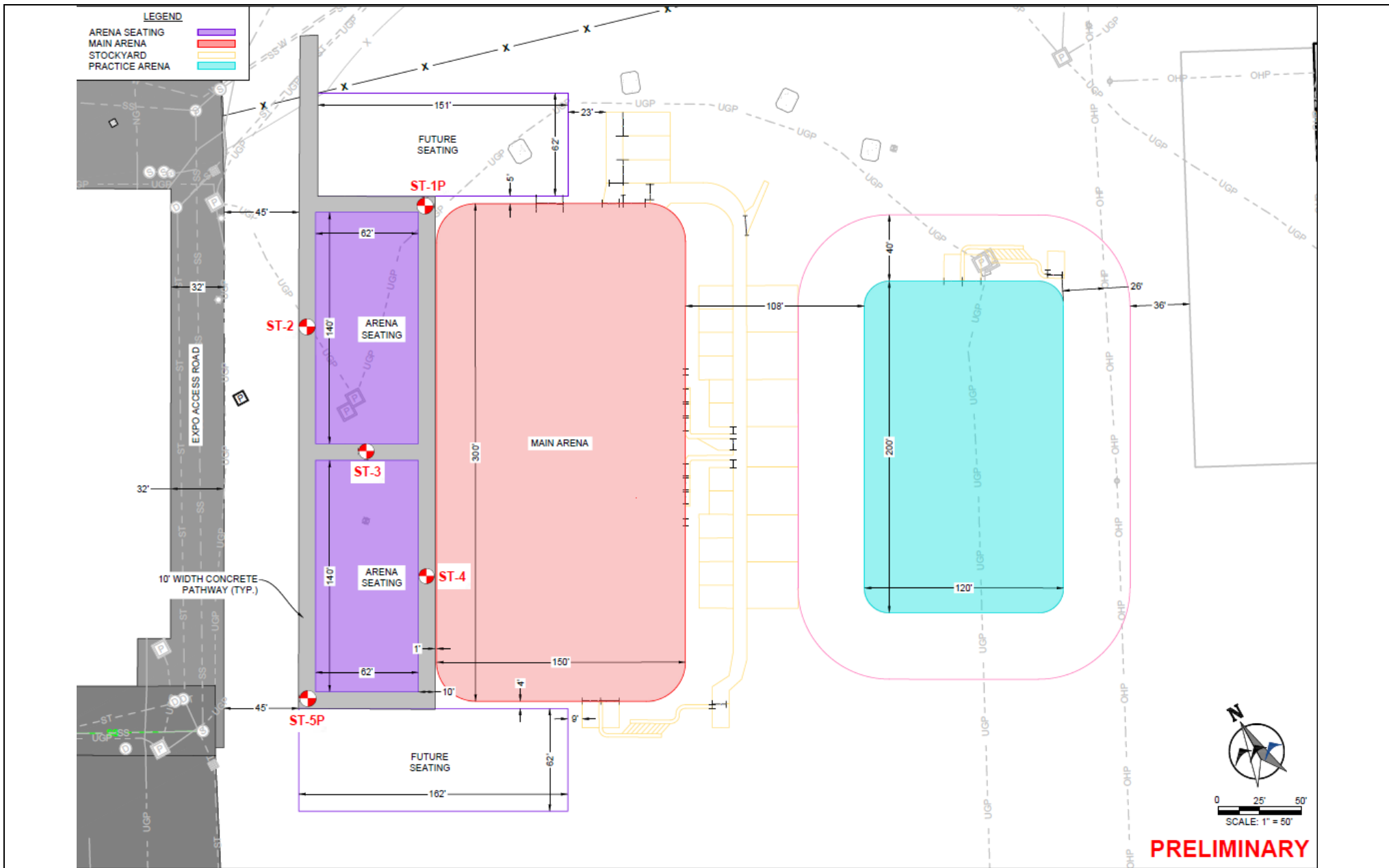
General Qualifications

Groundwater Fluctuations. We made water level observations in the borings at the times and under the conditions stated on the boring logs and are described in this report. The period of observation was relatively short, and fluctuation in the groundwater level may occur due to rainfall, flooding, irrigation, spring thaw, drainage, Yellowstone River water levels, and other seasonal and annual factors not evident at the time the observations were made.

Use of Report. This report is for the exclusive use of Yellowstone County, WWC Engineering, and the selected design-build contractors to use to design the proposed structure and prepare construction documents and should be validated by the Designer of Record. In the absence of our written approval, we make no representation and assume no responsibility to other parties regarding this report. The data may not be appropriate for other structures or purposes. We recommend parties contemplating other structures or purposes contact us.

Level of Care. Services performed by SK Geotechnical Corporation personnel for this project have been conducted with that level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time restraints. No warranty, express or implied, is made.

Appendix 1



BORING LOCATION SKETCH
New Grandstand
Metra Park Facility
Billings, MT

Drawn by:	WWC/SK Geo	Date	8/30/2024
Project:	24-4451G	FIGURE 1	
Scale:	On Image		
Sheet	1 of 2		

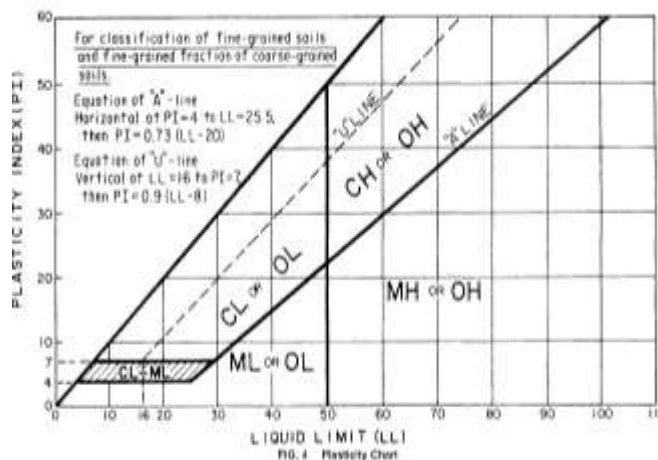


Standard D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$C_U \geq 4$ and $1 \leq C_C \leq 3$ ^E	GW	Well graded gravel ^F
			$C_U < 4$ and/or $1 > C_C > 3$ ^E	GP	Poorly graded gravel ^F
	Gravels with Fines More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}	
		Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$C_U \geq 6$ and $1 \leq C_C \leq 3$ ^E	SW	Well graded sand ^I
			$C_U < 6$ and/or $1 > C_C > 3$ ^E	SP	Poorly graded sand ^I
		Sands with Fines More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}
Fine-Grained Soils 50% or more passes the No. 200 sieve	Sils and Clays Liquid Limit less than 50	Inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}
			PI < 4 or plots below "A" line ^J	ML	Silt ^{K, L, M}
	Organic	Liquid limit – oven dried < 0.75	OL	Organic clay ^{K, L, M, N}	
		Liquid limit – not dried		Organic silt ^{K, L, M, O}	
	Sils and Clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}
			PI plots below "A" line	MH	Elastic silt ^{K, L, M}
		Organic	Liquid limit – oven dried < 0.75	OH	Organic clay ^{K, L, M, P}
			Liquid limit – not dried		Organic silt ^{K, L, M, Q}
Highly Organic Soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

- ^A Based on the material passing the 3" (75 mm) sieve.
^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
^C Gravels with 5 to 12% fines require dual symbols
 GW-GM well-graded gravel with silt
 GW-GC well-graded gravel with clay
 GP-GM poorly graded gravel with silt
 GP-GC poorly graded gravel with clay
^D Sands with 5 to 12% fines require dual symbols.
 SW-SC well-graded sand with clay
 SP-SM poorly graded sand with silt
 SP-SC poorly graded sand with clay
^E $C_u = D_{60} / D_{10}$
 $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.
^G If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.

- ^H If fines are organic, add "with organic fines" to group name.
^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
^J If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.
^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.
^M If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.
^N PI ≥ 4 and plots on or above "A" line.
^O PI < 4 or plots below "A" line.
^P PI plots on or above "A" line.
^Q PI plots below "A" line.



Laboratory Tests

DD	Dry density, pcf	WD	Wet density, pcf	OC	Organic content, %
LL	Liquid limit	PL	Plastic limit	PI	Plasticity index
P ₂₀₀	% passing 200 sieve	MC	Natural moisture content, %		
MDD	Maximum dry density (Proctor), pcf	OMC	Optimum moisture content (Proctor), %		
qu	Unconfined compressive strength, psf	UCS	Unconfined compressive strength, psi		
qp	Pocket penetrometer strength, tsf				

Particle Size Identification

Boulders over 12"
 Cobbles 3" to 12"
 Gravel
 coarse 3/4" to 3"
 fine No. 4 to 3/4"
 Sand
 coarse No. 4 to No. 10
 medium No. 10 to No. 40
 fine No. 40 to No. 200
 Silt No. 200 to .005 mm
 Clay less than .005 mm

Relative Density of Cohesionless Soils

very loose 0 to 4 BPF
 loose 5 to 10 BPF
 medium dense 11 to 30 BPF
 dense 31 to 50 BPF
 very dense over 50 BPF

Consistency of Cohesive Soils

very soft 0 to 1 BPF
 soft 2 to 3 BPF
 rather soft 4 to 5 BPF
 medium 6 to 8 BPF
 rather stiff 9 to 12 BPF
 stiff 13 to 16 BPF
 very stiff 17 to 30 BPF
 hard over 30 BPF

Moisture Content (MC) Description

rather dry MC less than 5%, absence of moisture, dusty
 moist MC below optimum, but no visible water
 wet Soil is over optimum MC
 waterbearing Granular, cohesionless or low plasticity soil with free water, typically near or below groundwater table
 very wet Cohesive soil well over OMC, typically near or below groundwater table

Drilling Notes

Standard penetration test borings were advanced by 3/4" or 4/4" ID hollow-stem augers, unless noted otherwise. Standard penetration test borings are designated by the prefix "ST" (split tube). Hand auger borings were advanced manually with a 2 to 3" diameter auger to the depths indicated. Hand auger borings are indicated by the prefix "HA."

Sampling. All samples were taken with the standard 2" OD split-tube sampler, except where noted. TW indicates thin-walled tube sample. CS indicates California tube sample. BS indicates bulk sample.

BPF. Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6" into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6" increments and added to get BPF. Where they differed significantly, they were separated by backslash (/). In very dense/hard strata, the depth driven in 50 blows is indicated.

WH. WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

Note. All tests were run in general accordance with applicable ASTM standards.



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LOG OF BORING

PROJECT: 24-4451G GEOTECHNICAL EVALUATION Metra Park Outdoor Arena - Grandstands Billings, Montana					BORING: ST-1P LOCATION: Latitude: 45.798682° Longitude: -108.475551°		
DRILLED BY: C. Binstock		METHOD: Mobile B57			DATE: 8/21/24		SCALE: 1" = 4'
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3073.1	0.0						
3072.1	1.0		FILL: Poorly Graded Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	20	4.3		*Ground Surface elevations measured using a commercial grade GNSS device. LL=19, PL=16, PI=3, P ₂₀₀ =30.2%
3070.6	2.5		FILL: Silty Clay with Sand and Gravel, slightly plastic, dark brown, moist, medium dense.	7/10	8.9		
			SILTY SAND with GRAVEL, fine- to coarse-grained, brown, moist, medium dense to very loose. (Alluvium)				
		SM		4	20.4	1/2	
3065.6	7.5			2/2	26.5	0	
3064.6	8.5	CL	SANDY LEAN CLAY, low plasticity, brown, moist, rather soft. (Alluvium)				
			POORLY GRADED GRAVEL with SAND, fine- to coarse-grained, brown, wet to waterbearing, loose to dense. (Alluvium)	40	3.8		
				19	9.4		
				5/2			No recovery Heavy sands encountered below 14.0' while drilling, jetting used to install well.
		GP		32	8.0		An open triangle in the water level (WL) column indicates the depth at which groundwater was first observed while drilling. A solid triangle in the water level (WL) column indicated the depth water was observed after auger was pulled from the boring.
3047.6	25.5		END OF BORING	7/22	9.3		qp=pocket penetrometer estimate of unconfined compressive strength, tons per square foot. Monitoring well (MW) installed to a depth of 24.0'. Water recorded after installation at 11.2'.
Water observed at a depth of 11.5' with 14.0' of hollow-stem auger in the ground. Boring completed as monitoring well (MW).							

BORING BPF WL-MC QP ELEV ~ 4451.GPJ LAGNN06.GDT 8/29/24



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LOG OF BORING

PROJECT: 24-4451G GEOTECHNICAL EVALUATION Metra Park Outdoor Arena - Grandstands Billings, Montana						BORING: ST-2 LOCATION: Latitude: 45.798513° Longitude: -108.475938°		
DRILLED BY: C. Binstock			METHOD: CME 75HT			DATE: 8/23/24		SCALE: 1" = 4'
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks	
3073.1	0.0							
3071.4	1.7		FILL: Silty Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	3/8	5.3	4+		
			FILL: Silty Sand with Gravel, fine- to coarse-grained, some lean clay, brown, moist, medium dense.	27	9.6			
3068.6	4.5			7	15.2	1½		
		SM	SILTY SAND, fine- to medium-grained, lenses of clayey sand and lean clay, brown, moist to waterbearing, very loose to loose. (Alluvium or Possible Fill)	3	13.8	<¼		
3062.7	10.4			2/8	24.5	<¼		
			SILTY GRAVEL with SAND, fine- to coarse-grained, brown, waterbearing, medium dense to very dense. (Alluvium)	25	5.8			
				20	6.4		Heavy sands encountered below a depth of 14.0'.	
		GM		34/50-5"				
				50-5¾"	4.0			
3047.6	25.5		END OF BORING					
			Water observed at a depth of 10.1' with 14.0' of hollow-stem auger in the ground.					
			Water observed at a depth of 5.0' to a wet cave-in depth of 11.5' immediately after withdrawal of auger.					
			Boring then backfilled.					

BORING BPF WL-MC OF ELEV ~ 4451.GPJ LAGNN06.GDT 8/29/24



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LOG OF BORING

PROJECT: 24-4451G GEOTECHNICAL EVALUATION Metra Park Outdoor Arena - Grandstands Billings, Montana					BORING: ST-3 LOCATION: Latitude: 45.798359° Longitude: -108.475895°		
DRILLED BY: C. Binstock		METHOD: CME 75HT		DATE: 8/22/24		SCALE: 1" = 4'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3072.1	0.0		FILL: Silty Gravel with Sand, fine- to coarse-grained, some organics and asphalt, brown, moist, medium dense to very dense.	26	7.2		
3069.1	3.0			53	3.4		
		SM	SILTY SAND, fine- to medium-grained, lenses of clayey sand and lean clay, brown, moist, loose. (Alluvium or Possible Fill)	7	14.7		
3063.9	8.2			7	21.3	1/4	LL=NP, PL=NP, PI=NP, P ₂₀₀ =35.4%
		GM	SILTY GRAVEL with SAND, fine- to coarse-grained, brown, moist to waterbearing, dense. (Alluvium)	34	3.2		
3061.1	11.0				▽		Heavy sands encountered below a depth of 11.5' while drilling.
		SM	SILTY SAND with GRAVEL, brown, waterbearing, very loose to loose. (Alluvium)	2/5	26.2		
3056.6	15.5			9			No recovery.
		GM	SILTY GRAVEL with SAND, fine- to coarse-grained, brown, waterbearing, dense to loose. (Alluvium)	13/31	5.9		
3046.6	25.5			10	7.0		
			END OF BORING				
			Water observed at a depth of 11.0' with 14.0' of hollow-stem auger in the ground.				
			Water observed at a depth of 11.0' with 24.0' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 10.0' immediately after withdrawal of auger.				
							Boring then backfilled.

BORING BPF WL-MC OF ELEV ~ 4451.GPJ LAGNN06.GDT 8/29/24



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LOG OF BORING

PROJECT: 24-4451G GEOTECHNICAL EVALUATION Metra Park Outdoor Arena - Grandstands Billings, Montana					BORING: ST-4 LOCATION: Latitude: 45.798142° Longitude: -108.475869°		
DRILLED BY: C. Binstock		METHOD: CME 75HT		DATE: 8/21/24		SCALE: 1" = 4'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3072.2	0.0						
3071.6	0.6		FILL: Silty Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	21	12.0		
3069.7	2.5		FILL: Silty Sand with Gravel, fine- to coarse-grained, some asphalt, brown, moist, medium dense.	20/11	2.4	1/2	
			SILTY SAND, fine- to medium-grained, lenses of clayey sand, lean clay, and sandy silt, brown, moist, loose to very loose. (Alluvium or Possible Fill)				
		SM		6	17.0	1/4	LL=21, PL=18, PI=3, P ₂₀₀ =66.3%
				3	15.3		
3063.3	8.9		SILTY GRAVEL with SAND, fine- to coarse-grained, brown, moist to waterbearing, loose to dense. (Alluvium)	18	6.1		
				8	15.7		
		GM		39	7.9		Heavy sands encountered below a depth of 14.0' while drilling.
				35	7.9		
3046.7	25.5		END OF BORING	25	8.7		
			Water observed at a depth of 10.5' with 14.0' of hollow-stem auger in the ground.				
			Water observed at a depth of 8.5' to a wet cave-in depth of 13.0' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC OF ELEV ~ 4451.GPJ LAGNN06.GDT 8/29/24

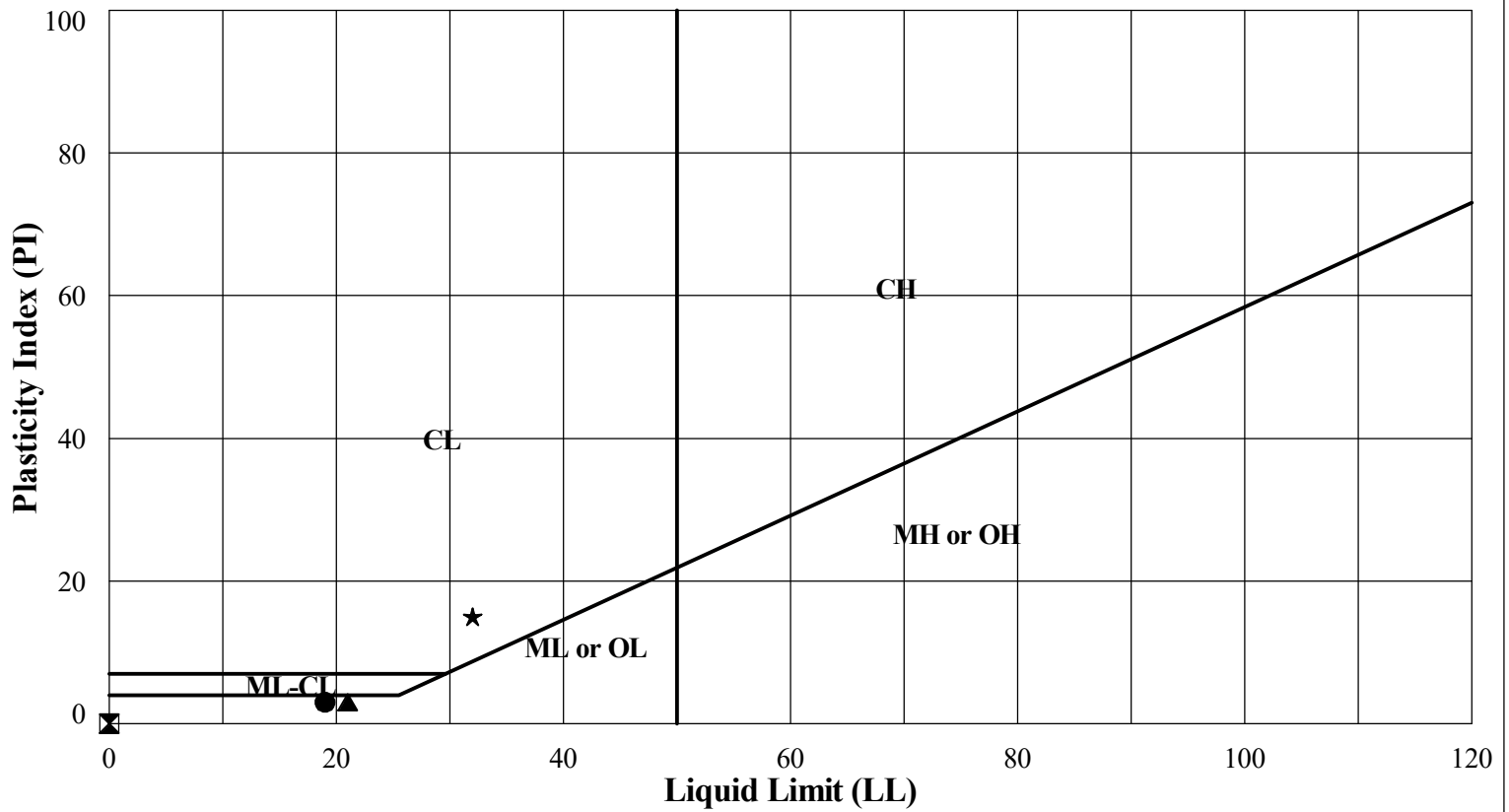


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LOG OF BORING

PROJECT: 24-4451G GEOTECHNICAL EVALUATION Metra Park Outdoor Arena - Grandstands Billings, Montana					BORING: ST-5P LOCATION: Latitude: 45.798056° Longitude: -108.476300°		
DRILLED BY: C. Binstock		METHOD: Mobile B57		DATE: 8/21/24		SCALE: 1" = 4'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3072.6	0.0						
3071.8	0.8		FILL: Silty Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	17	9.5	4+	
3070.1	2.5		FILL: Lean Clay with Sand and Gravel, low plasticity, fine- to coarse-grained, brown, moist, very stiff.	8/8	8.0		
			FILL: Silty Sand, fine- to coarse-grained, lenses of clayey sand and lean clay, brown, moist, medium dense to loose.				
3067.1	5.5			8	21.9		
			FILL: Clayey Sand, low plasticity, fine- to medium-grained, with iron staining and cinders, lenses of lean clay with sand, gray, wet to waterbearing, medium to rather stiff.	6	31.8	3/4	LL=32, PL=17, PI=15, P ₂₀₀ =85.8%
3062.6	10.0		SILTY GRAVEL with SAND, fine- to coarse-grained, brown, waterbearing, loose to dense. (Alluvium)	9/23	20.3		
				10	10.5		Heavy sands encountered below a depth of 11.5' while drilling.
				8	7.5		
		GP					
				41	7.1		
3047.1	25.5		END OF BORING	33	7.8		
			Water observed at a depth of 10.3' with 14.0' of hollow-stem auger in the ground.				
			Boring completed as monitoring well (MW).				
							Monitoring well (MW) installed to a depth of 24.0'. Water recorded after installation at 9.6'.

BORING BPF WL-MC QP ELEV ~ 4451.GPJ LAGNN06.GDT 8/29/24



Legend	Boring	Sample No.	Depth	LL	PL	PI	P 200, %	MC	Classification
●	ST-1P	Jar #2	1½'-3'	19	16	3	30.2	8.9%	SM
■	ST-3	Jar #31	6½'-8'	NP	NP	NP	35.4	21.3%	SM
▲	ST-4	Jar #21	4'-5½'	21	18	3	66.3	17.0%	ML
★	ST-5P	Jar #13	6½'-8'	32	17	15	85.8	31.8%	CL



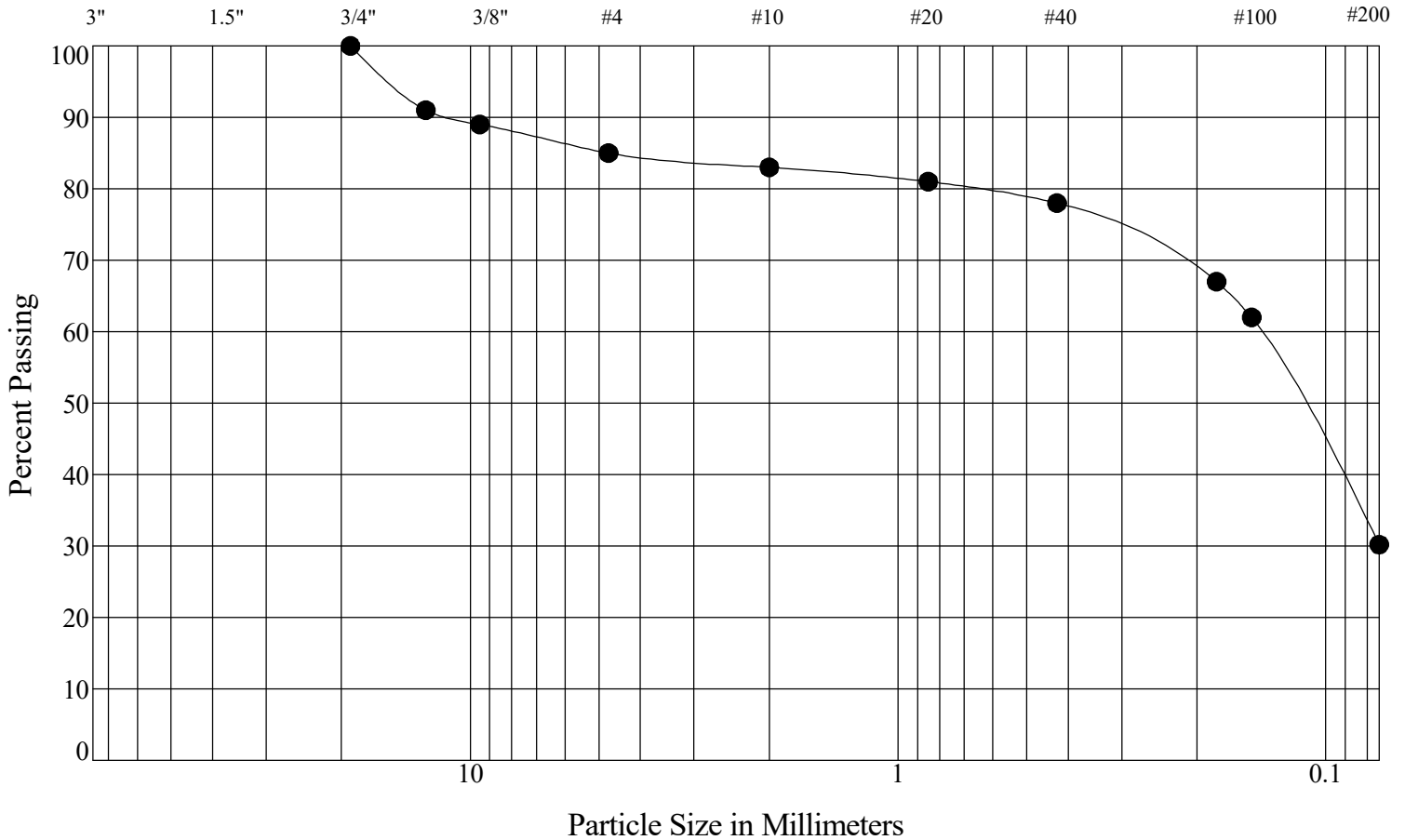
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Atterberg Limits Tests

Project Number: 24-4451G
Metra Park Grandstands
Billings, Montana

8/28/24

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
		100	89	85	83	81	78	67	62	30.2

Sample: ST-1P
 Sample No.: Jar #2
 Depth: 1½'-3'

Date Received: 8/23/24

Liquid Limit: 19

Plastic Limit: 16

Plasticity Index: 3

Classification: SM

Moisture Content: 8.9%

Percent Gravel: 15.0
 Percent Sand: 54.8
 Percent Silt + Clay: 30.2
 ASTM Group Name: SILTY SAND with GRAVEL



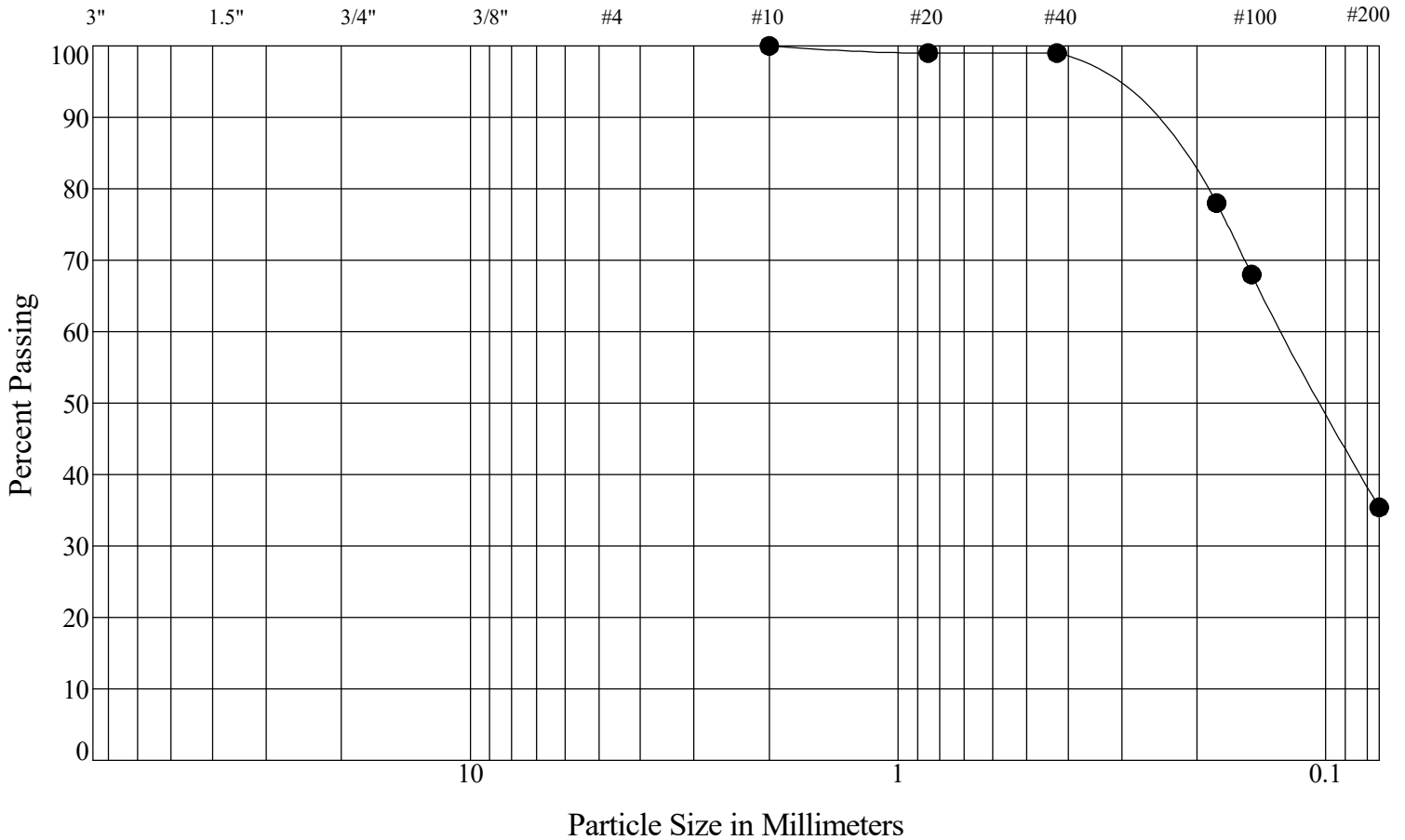
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Sieve Analysis

Project Number: 24-4451G
 Metra Park Grandstands
 Billings, Montana

8/28/24

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
					100	99	99	78	68	35.4

Sample: ST-3
Sample No.: Jar #31
Depth: 6 1/2'-8'

Date Received: 8/23/24

Liquid Limit: NP

Plastic Limit: NP

Plasticity Index: NP

Classification: SM

Moisture Content: 21.3%

Percent Gravel: 0.0
Percent Sand: 64.6
Percent Silt + Clay: 35.4
ASTM Group Name: SILTY SAND



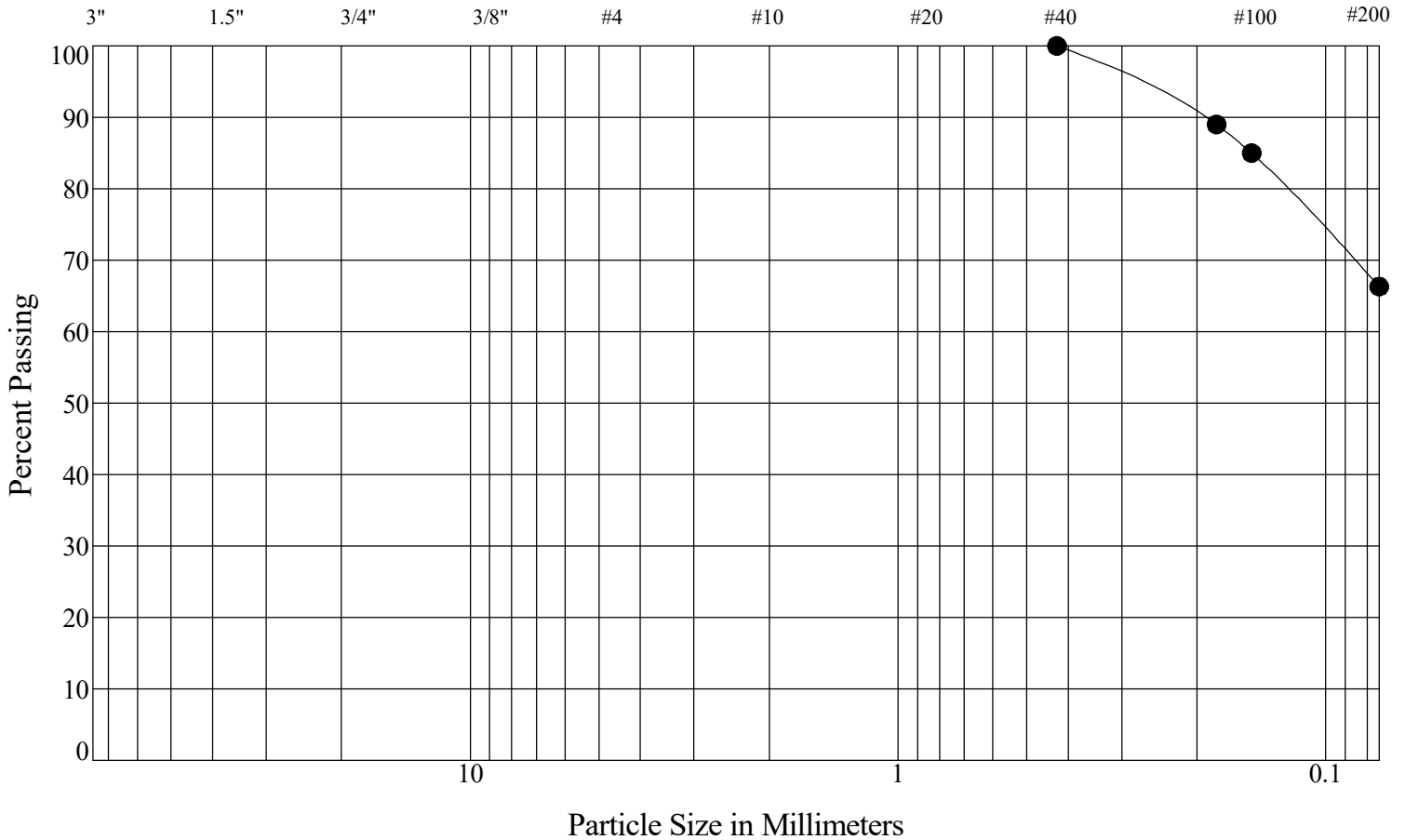
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Sieve Analysis

Project Number: 24-4451G
Metra Park Grandstands
Billings, Montana

8/28/24

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
							100	89	85	66.3

Sample: ST-4
Sample No.: Jar #21
Depth: 4'-5 1/2'

Date Received: 8/23/24

Liquid Limit: 21

Plastic Limit: 18

Plasticity Index: 3

Classification: ML

Moisture Content: 17.0%

Percent Gravel: 0.0
Percent Sand: 33.7
Percent Silt + Clay: 66.3
ASTM Group Name: SANDY SILT



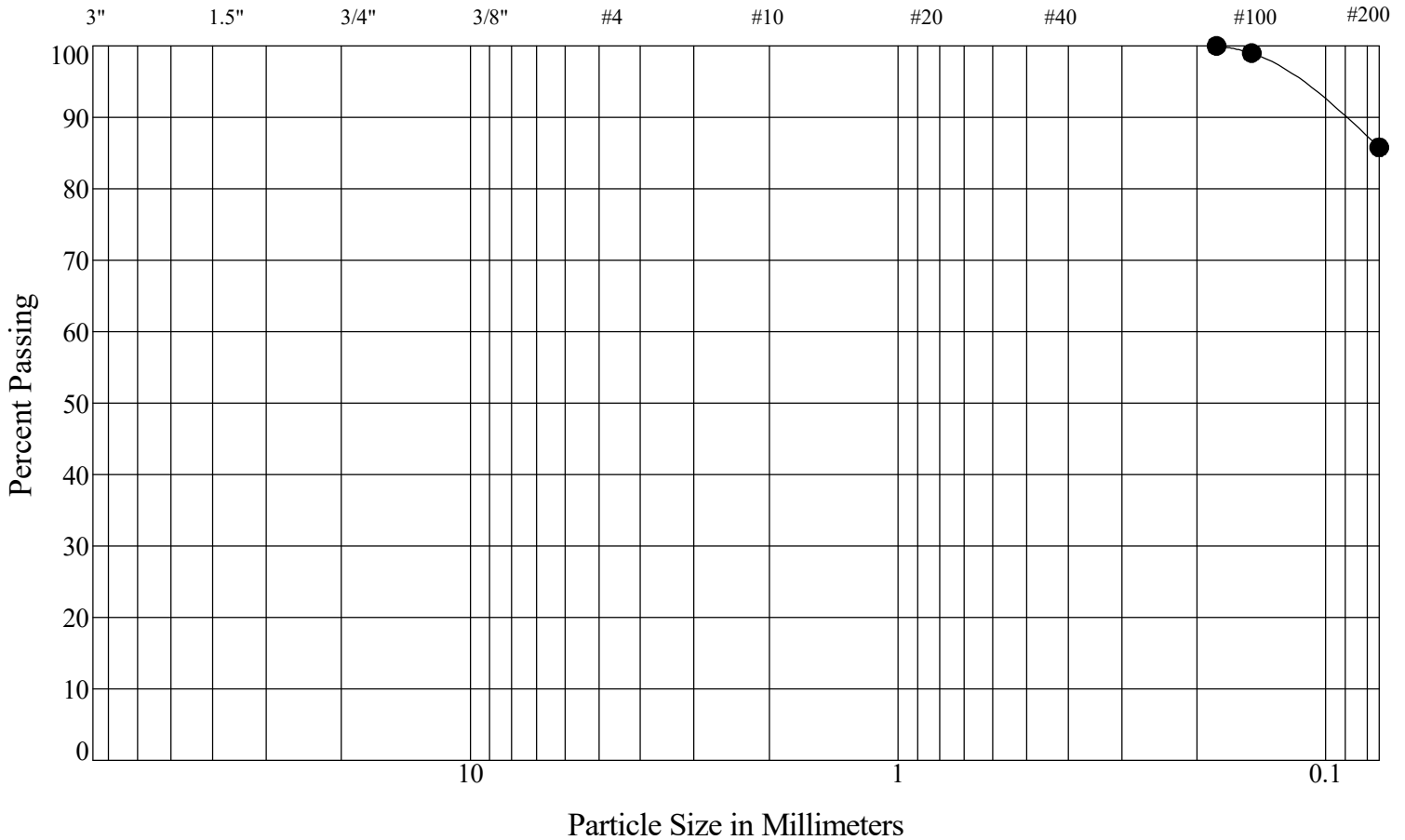
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Sieve Analysis

Project Number: 24-4451G
Metra Park Grandstands
Billings, Montana

8/28/24

Sieve Size



Gravel		Sand		
coarse	fine	coarse	medium	fine

Percent Passing U.S. Standard Sieve Size

3"	1 1/2"	3/4"	3/8"	#4	#10	#20	#40	#80	#100	#200
								100	99	85.8

Sample: ST-5P
Sample No.: Jar #13
Depth: 6½'-8'

Date Received: 8/23/24

Liquid Limit: 32

Plastic Limit: 17

Plasticity Index: 15

Classification: CL

Moisture Content: 31.8%

Percent Gravel: 0.0
Percent Sand: 14.2
Percent Silt + Clay: 85.8
ASTM Group Name: LEAN CLAY



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Sieve Analysis

Project Number: 24-4451G
Metra Park Grandstands
Billings, Montana

8/28/24



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Corrosivity of Soil

ASTM G162/G187, AASHTO T 88

Date: September 5, 2024

Project: 24-4451G Geotechnical Evaluation
Metra Park Grandstands
Billings, Montana

Client: Greg Reid
WWC Engineering
greid@wwcengineering.com

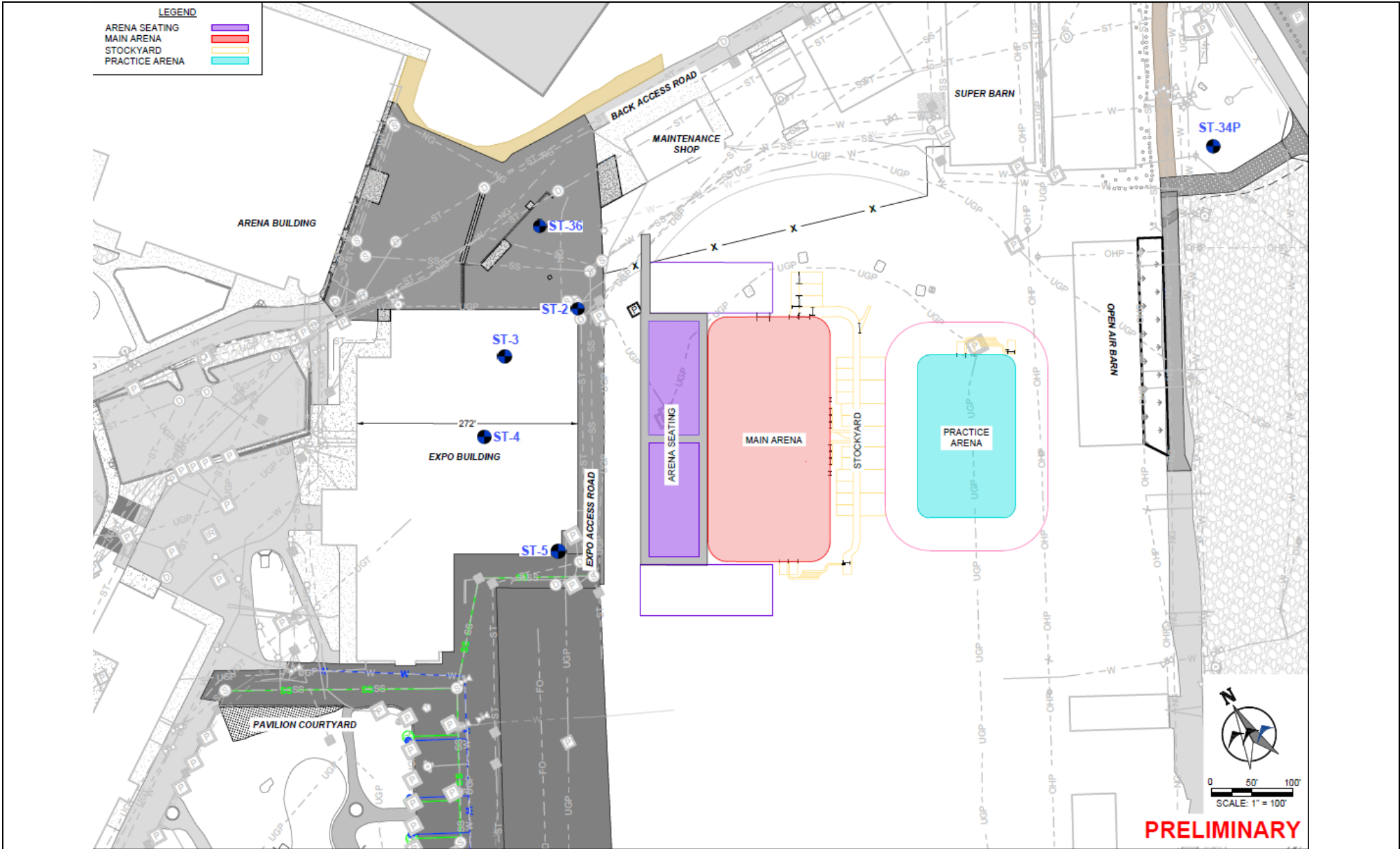
Date sampled: 8/21-8/23/24
Sampled by: Drill Crew

Date tested: 8/26/24
Tested by: MW

Boring	Depth (feet)	Resistivity ($\Omega \cdot \text{cm}$) Soil Box	Conductivity (m.mhos/cm) Calculated	pH	Marble pH	Sulfate (wt %)	Sulfide (mg/kg)	Oxid- Reduc (mV)
ST-4	4-5½	1730	0.578	8.16	8.09	pending	NT	NT
ST-2	4-5½	561	1.783	7.79	7.77	pending	NT	NT

Remarks: ND = non-detect
NT = not tested
Sulfate result is E300.0 water soluble method from Energy Labs.

Appendix 2



PREVIOUS BORING LOCATION SKETCH
 New Grandstand
 Metra Park Facility
 Billings, MT

Drawn by:	WWC/SK Geo	Date	8/30/2024
Project:	24-4451G	FIGURE 2	
Scale:	On Image		
Sheet	2 of 2		

LOG OF BORING

PROJECT: BHAX-94-122 GEOTECHNICAL EVALUATION Proposed Metra Park Buildings Billings, Montana					BORING: ST-2		
LOCATION: See attached sketch.							
DRILLER: W. Neff		METHOD: 3 1/4" HSA, Auto Hmr		DATE: 8/1/94		SCALE: 1" = 4'	
Elev.	Depth	ASTM Symbol	Description of Materials (ASTM D 2488)	BPF	WL	qp	Tests or Notes
3101.8	0.0						
3100.9	0.9		FILL: 4' Bituminous over 6" Aggregate Base.				
		CL	LEAN CLAY with SAND, medium plasticity, brown, moist, rather stiff to soft. (Alluvium)	11			TW = thin-walled tube sample.
				TW			
				2			
3095.8	6.0						
		SC	CLAYEY SAND, fine-grained, low plasticity, brown, wet, soft. (Alluvium)	3			
3093.3	8.5						
		CL	LEAN CLAY, medium plasticity, brown, wet, very soft. (Alluvium)	1			
3090.8	11.0						
		ML	SILT, nonplastic, gray, waterbearing, very loose. (Alluvium)	2			
3088.3	13.5						
		CL ML	SILTY CLAY, with a layer of Gravel at 13 1/2', gray, waterbearing, rather soft. (Alluvium)	5			
3084.3	17.5						
		GP	POORLY GRADED GRAVEL, fine- to coarse-grained, with SAND, brown, waterbearing, medium dense. (Alluvium)	27			
3081.3	20.5						
			END OF BORING				
			Water down 10.5' with 19' of hollow-stem auger in the ground.				
			Water down 11.2' immediately after withdrawal of auger.				
			Boring then backfilled.				

(See Report and Standard Plates for evaluation and descriptive terminology.)

LOG OF BORING

PROJECT: BHAX-94-122 GEOTECHNICAL EVALUATION Proposed Metra Park Buildings Billings, Montana						BORING: ST-3 LOCATION: See attached sketch.		
DRILLER: W. Neff		METHOD: 3 1/4" HSA, Auto Hmr		DATE: 8/1/94		SCALE: 1" = 4'		
Elev.	Depth	ASTM Symbol	Description of Materials (ASTM D 2488)	BPF	WL	qp	Tests or Notes	
3101.8	0.0	CL	2" of topsoil and root zone over SANDY LEAN CLAY, medium plasticity, brown, dry, stiff to soft. (Alluvium)	13				
3098.3	3.5	SM	SILTY SAND, fine-grained, with a trace of roots, non to slightly plastic, light brown, moist, very loose. (Alluvium)	3				
3093.3	8.5	SP	POORLY GRADED SAND, fine- to coarse-grained, with GRAVEL, light brown, waterbearing, loose. (Alluvium)	6				
3090.8	11.0	CL	LEAN CLAY with SAND, with a trace of organics, gray and dark gray, wet, very soft. (Alluvium)	1	▽			
3083.3	18.5	GP	POORLY GRADED GRAVEL, fine- to coarse-grained, with SAND, waterbearing, medium dense. (Alluvium)	11			No sample returned.	
3081.3	20.5		END OF BORING				No sample returned.	
			Water down 11.5' with 19' of hollow-stem auger in the ground. Water not observed to wet cave-in depth of 10.6' immediately after withdrawal of auger. Boring then backfilled.					

(See Report and Standard Plates for evaluation and descriptive terminology.)

LOG OF BORING

PROJECT: BHAX-94-122 GEOTECHNICAL EVALUATION Proposed Metra Park Buildings Billings, Montana					BORING: ST-4A LOCATION: Boring offset 12' N of shown location, see attached sketch.		
DRILLER: W. Neff		METHOD: 3 1/4" HSA, Auto Hmr		DATE: 8/1/94		SCALE: 1" = 4'	
Elev.	Depth	ASTM Symbol	Description of Materials (ASTM D 2488)	BPF	WL	qp	Tests or Notes
3102.5	0.0						
3100.5	2.0		FILL: 2" topsoil and root zone over Clayey Sand and Silty Sand, brown and dark brown, dry.	9			
3098.5	4.0	SC	CLAYEY SAND, fine- to medium-grained, with a trace of Gravel, low plasticity, brown, moist, medium. (Alluvium)	6			
3096.5	6.0	CL	LEAN CLAY with SAND, medium plasticity, brown, wet, rather soft. (Alluvium)	5		2 1/4	
3094.0	8.5	CL	LEAN CLAY, with a trace of salts, medium plasticity, brown, wet, rather soft. (Alluvium)	4		1 1/4	
3091.5	11.0	ML	SANDY SILT, brown, wet. (Alluvium)				
3089.0	13.5	SP	POORLY GRADED SAND, fine- to medium-grained, with a trace of Gravel, brown, wet, medium dense. (Alluvium)	12			
3087.0	15.5	GP	POORLY GRADED GRAVEL, fine- to coarse-grained, with SAND, brown, waterbearing, medium dense. (Alluvium)	35			
			END OF BORING				
			Water down 11.2' with 14' of hollow-stem auger in the ground.				
			Water not observed to wet cave-in depth of 10.6' immediately after withdrawal of auger.				
			Boring then backfilled.				

(See Report and Standard Plates for evaluation and descriptive terminology.)

Penetration resistance not recorded at 9.5'.

LOG OF BORING

PROJECT: BHAX-94-122 GEOTECHNICAL EVALUATION Proposed Metra Park Buildings Billings, Montana					BORING: ST-5		
LOCATION: See attached sketch.							
DRILLER: W. Neff		METHOD: 3 1/4" HSA, Auto Hmr		DATE: 8/2/94		SCALE: 1" = 4'	

Elev.	Depth	ASTM Symbol	Description of Materials (ASTM D 2488)	BPF	WL	qp	Tests or Notes
3099.9	0.0	SC	2" of topsoil and root zone over CLAYEY SAND, with a trace of roots, medium plasticity, olive brown, moist, rather soft. (Alluvium)	7			
3098.4	1.5	CH	FAT CLAY, high plasticity, brown, wet, medium. (Alluvium)	6			
3095.9	4.0	CL	SANDY LEAN CLAY, with a trace of salts, medium plasticity, brown, wet, rather soft. (Alluvium)	3			
3093.9	6.0	SC	CLAYEY SAND, fine-grained, low plasticity, brown, wet, soft. (Alluvium)	2			
3091.4	8.5	GP	POORLY GRADED GRAVEL, fine- to coarse-grained, with SAND, brown, wet, medium dense to dense. (Alluvium)	21			
				22			
3084.4	15.5			58			
END OF BORING							
Water down 9.5' with 14' of hollow-stem auger in the ground. Water not observed to cave-in depth of 9.2' immediately after withdrawal of auger. Boring then backfilled.							

(See Report and Standard Plates for evaluation and descriptive terminology.)



2511 Holman Avenue
P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-34P LOCATION: See Attached Sketch			
DRILLED BY: E. Hollibaugh		METHOD: CME 75HT, Automatic		DATE: 11/20/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3099.7	0.0		FILL: Silty Clayey Sand, fine- to medium-grained, trace gravel, olive brown, moist to wet, loose.				
				7	11.2		
				5	12.7		
					17.6		
				10	21.0		
3093.7	6.0		SILTY GRAVEL with SAND and COBBLES, fine- to coarse-grained, trace Boulders, brown, moist to waterbearing, medium dense to very dense. (Alluvium)	66	1.9		
				52	▽ 4.6		
		GM		29	8.2		
3084.2	15.5		END OF BORING	44	7.5		
			Water observed at a depth of 10.2' with 14' of hollow-stem auger in the ground.				
			Boring completed as a piezometer.				
			Backfilled with sand to 3', bentonite to 2', cuttings to 1', concrete and manhole to ground surface.				

BORING BPF WL-MC QP ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24



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LOG OF BORING

PROJECT: 23-4360G GEOTECHNICAL EVALUATION Metra Park Improvements Billings, Montana				BORING: ST-36 LOCATION: See Attached Sketch			
DRILLED BY: E. Hollibaugh		METHOD: CME 75HT, Automatic		DATE: 11/20/23		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3107.5	0.0						
3107.2	0.3		Asphalt: (3 1/4")				
3106.7	0.8		Base Course: Poorly Graded Gravel				
			FILL Silty Gravel with Sand, fine- to coarse-grained, brown, moist, medium dense.	17	6.5		
3105.5	2.0		FILL: Silty Gravel with Sand, fine- to coarse-grained, dark olive brown, moist, medium dense.	24	7.0		
3103.5	4.0		SILTY CLAYEY SAND with GRAVEL, slightly plastic, fine- to coarse-grained, olive brown, moist, medium dense. (Alluvium)	11	14.6		
		SC SM		11	11.5	1 1/4	LL=22, PL=17, PI=5, P ₂₀₀ =39.4%
				4	14.0		
3096.5	11.0		SANDY LEAN CLAY, low plasticity, some lenses of Clayey Sand, gray, moist to wet, soft. (Alluvium)	2/1	25.6		
		CL					
3092.0	15.5		END OF BORING	1/2	14.4		
			Water observed at a depth of 14.7 with 14.0' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 10.2' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC OF ELEV ~ 4360.GPJ LAGNN06.GDT 11/15/24

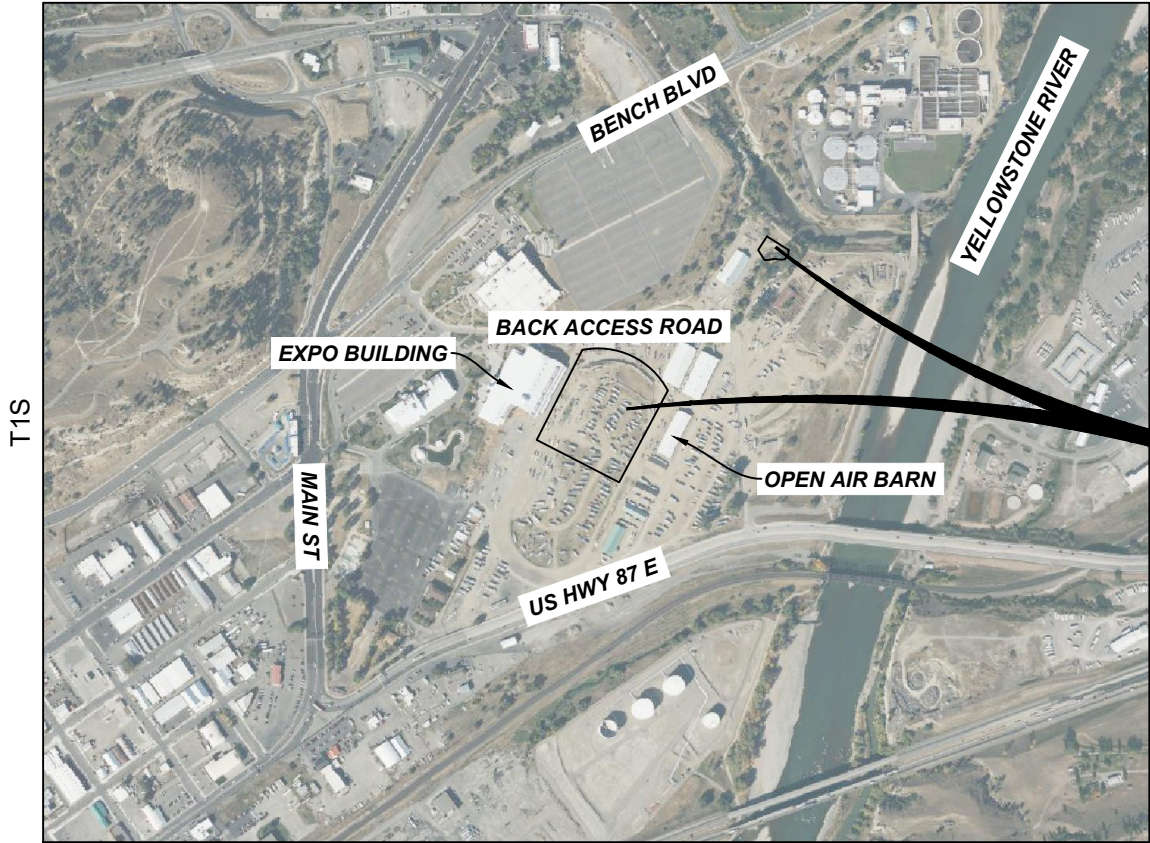
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CONSTRUCTION DRAWINGS

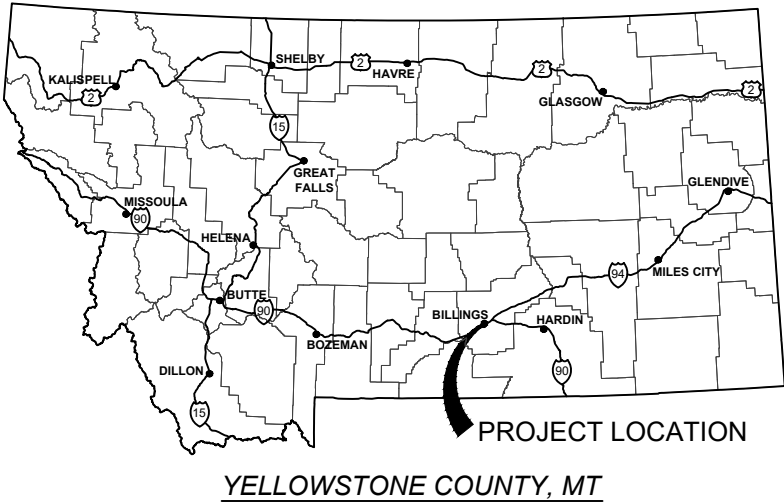
YELLOWSTONE COUNTY
METRAPARK OUTDOOR EVENTS ARENA

Sheet List Table

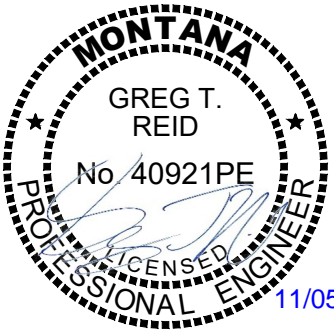
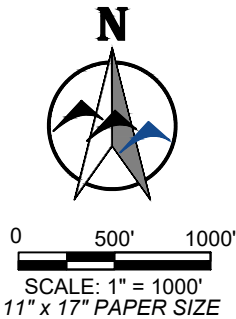
Sheet Number	Sheet Title
1	COVER
2	GENERAL NOTES
3	PROJECT OVERVIEW
4	SUMMARY TABLES
5	SITE DEMOLITION
6	GRADING DETAIL
7	GRADING DETAIL
8	SOIL BORROW AREA DETAIL
9	OUTDOOR ARENA SOIL SURFACING
10	SERVICE LAYOUT
11	YARD HYDRANT DETAIL




R26E
LOCATION MAP



PROJECT LOCATION



11/05/2024

PREPARED FOR:			
YELLOWSTONE COUNTY METRAPARK ARENA 306 6TH AVE N., BILLINGS, MT 59101			
PREPARED BY:			
 WWC ENGINEERING 550 S. 24TH ST. W., SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com			
PROJECT NO. 2024-295		DESIGNED BY: <u>JMD</u>	
NO.	REVISION	BY	DATE
CHECKED BY: <u>GTR</u>			DRAWING NO.
			1

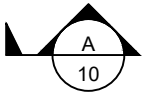
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GENERAL CONSTRUCTION NOTES

1. UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS, ALL WORK SHALL CONFORM TO MPWSS, LATEST EDITION AND THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS REQUIRED AND CONSTRUCTION TESTING FOR CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR SHALL RESTORE ALL ROADWAY TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION, AS DETERMINED BY THE OWNER AND THE ENGINEER.
4. THE LOCATION, DEPTH AND SIZE OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTENCE, LOCATION, DEPTH, SIZE, LINE AND GRADE OF EXISTING UTILITY CONNECTIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FACILITIES DUE TO FAILURE TO LOCATE OR PROVIDE PROPER PROTECTION WHEN LOCATION IS KNOWN.
5. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY FITTINGS, COUPLINGS AND SPOOL PIECES FOR CONNECTING NEW UTILITIES TO EXISTING UTILITIES. THESE PLANS MAY NOT SHOW ALL REQUIRED COMPONENTS FOR MAKING THE CONNECTIONS.
6. ALL BACKFILL FOR UTILITY TRENCHES SHALL BE TYPE "A," UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER. SPECIFIED BEDDING SHALL BE FROM 4" BENEATH THE PIPE TO 6" ABOVE THE TOP OF PIPE (SEE MPWSS STANDARD DRAWING 02221-1). THE COST OF THIS ADDITIONAL BEDDING SHALL BE INCLUDED IN THE UNIT PRICE BID.
7. PIPE BEDDING (TYPE 1) AND TRENCH BACKFILL (TYPE B) SHALL BE IN ACCORDANCE WITH MPW STANDARD SPECIFICATION 02221, STANDARD DRAWING 02221-1.
8. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST AND EROSION DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE. EROSION SHALL BE CONTROLLED IN ACCORDANCE WITH MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
9. ALL PROFILES REPRESENT EXISTING GROUND (DASHED LINE) AND FINISHED GRADE (SOLID LINE) ALONG THE ALIGNMENTS INDICATED ON THE PLANS. ELEVATIONS ARE FINISHED GROUND ELEVATIONS.
10. ALL DISTURBED AREAS SHALL BE SEEDED BY THE CONTRACTOR USING A SEED MIX APPROVED BY THE OWNER OR THE LOCAL USDA OFFICE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF UTILITY (PHONE/POWER/CATV) INSTALLATION WITH LOCAL UTILITY COMPANIES.
12. THE CONTRACTOR SHALL NOTIFY ONE CALL @ 1-800-424-5555 FOR ONSITE UTILITY LOCATION. ALL EXISTING UTILITIES SHALL BE MARKED BEFORE DIGGING.
13. THE CONTRACTOR SHALL MAINTAIN SERVICE OF ALL EXISTING UTILITIES. IF SAID SERVICE IS DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY REPAIR THE DAMAGE AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
15. ALL UTILITY CONDUITS FOR IRRIGATION, ELECTRICAL, GAS, PHONE, CATV, ETC. SHALL BE BURIED A MINIMUM 24" FROM FINISHED GRADE WITH TYPE A BACKFILL, UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER.
16. IF THE CONTRACTOR DETERMINES THE NEED TO DISTURB MORE THAN 1.0 ACRE DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN MPDES PERMIT AND COMPLYING WITH ALL TERMS OF THE PERMIT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.
17. QUANTITIES SHOWN IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES.

DRAWING NOTATION



INDICATES CROSS SECTION LOCATION. "A" REFERS TO THE CROSS SECTION DESIGNATION. "10" REFERS TO THE SHEET NUMBER WHERE THE SECTION IS CUT OR SHOWN.



INDICATES DETAIL LOCATION. "1" REFERS TO THE DETAIL DESIGNATION. "12" REFERS TO THE SHEET NUMBER WHERE THE DETAIL IS INDICATED OR SHOWN.

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE	HWY	HIGHWAY
BAR	REBAR	INV	INVERT ELEVATION
BMP	BEST MANAGEMENT PRACTICES	LF	LINEAR FEET
BOT	BOTTOM	MH	MANHOLE
BVC	BEGIN VERTICAL CURVE	MJ	MECHANICAL JOINT
CFS	CUBIC FEET PER SECOND	O.C.	ON CENTER
CL	CENTERLINE	O.C.E.F.	ON CENTER EACH FACE
CMP	CORRUGATED METAL PIPE	OHP	OVERHEAD POWER
CONC	CONCRETE OR CONCENTRIC	PC	POINT ON CURVE
CP	CONTROL POINT	PI	POINT OF INTERSECTION
CSP	CORRUGATED STEEL PIPE	POT	POINT ON TANGENT
CTR	CENTER	PS	PIPE SUPPORT
CU FT	CUBIC FEET	PT	POINT, POINT OF TANGENCY
CULV	CULVERT	PVC	POLYVINYL CHLORIDE
DI	DUCTILE IRON OR DRAIN INLET	PWR	POWER
DIA	DIAMETER	RCP	REINFORCED CONCRETE PIPE
EA	EACH	R/W OR ROW	RIGHT OF WAY
E.F.	EACH FACE	SAN	SANITARY
EL, ELEV	ELEVATION	SST	STAINLESS STEEL
EOP	EDGE OF PAVEMENT	STA	STATION
EVC	END VERTICAL CURVE	TBC	TOP BACK OF CURB
FT	FOOT OR FEET	TYP	TYPICAL
GPM	GALLONS PER MINUTE	UG	UNDERGROUND
HP	HORSEPOWER	WTR	WATER

BLOCK LEGEND

EXISTING PROPOSED

		SANITARY SEWER MANHOLE
		SANITARY SEWER CLEANOUT
		SANITARY SEWER CAP
		SANITARY SEWER METER VAULT
		SANITARY SEWER LIFT STATION
		SANITARY SEWER FM (TEE)
		SANITARY SEWER FM (11.25°)
		SANITARY SEWER FM (22.5°)
		SANITARY SEWER FM (45°)
		SANITARY SEWER FM (90°)
		SANITARY SEWER FM (CROSS)
		SANITARY SEWER FM FLANGE
		SANITARY SEWER FM VALVE
		SANITARY SEWER FM REDUCER
		SANITARY SEWER FM BF PREV.
		STORMWATER AREA INLET
		STORMWATER COMBO INLET
		STORMWATER FLARED END
		STORMWATER MANHOLE
		STORMWATER PUMP STATION
		STORM SEWER HEAD WALL
		WATER FITTING BEND 11.25°
		WATER FITTING BEND 22.5°
		WATER FITTING BEND 45°
		WATER FITTING BEND 90°
		WATER FITTING CAP
		WATER FITTING CROSS
		WATER FITTING FLANGE
		WATER FITTING TEE
		WATER FITTING VALVE

LINE STYLE LEGEND

EXISTING

	OHT
	OHP
	NG
	IR
	FO
	FM
	O
	X
	[]
	F
	OHTV
	RW
	SS
	ST
	UGP
	UGT
	UGTV
	W

EXISTING PROPOSED

		WATER VENT
		WATER MANHOLE
		WATER REDUCER
		WATER MARKER
		FIRE HYDRANT
		WATER CURB STOP
		WATER METER
		WATER VAULT
		WATER BOOSTER STATION
		WATER WELL
		WATER MONITORING WELL
		WATER TEST STATION
		CABLE TELEVISION MARKER
		CABLE TELEVISION PULL BOX
		CABLE TELEVISION PEDESTAL
		POWER GUY ANCHOR
		POWER GUY POLE
		POWER MANHOLE
		POWER MARKER
		ELECTRIC POWER METER
		POWER POLE
		POWER TRANSFORMER
		POWER VAULT
		STREET LIGHT
		IRRIGATION PULL BOX
		IRRIGATION SPRINKLER HEAD
		IRRIGATION VALVE
		IRRIGATION VAULT

PROPOSED

	OHT
	OHP
	NG
	IR
	FO
	FM
	O
	X
	[]
	F
	OHTV
	RW
	SS
	ST
	UGP
	UGT
	UGTV
	W

	MAJOR CONTOUR
	MINOR CONTOUR
	OVERHEAD TELEPHONE
	OVERHEAD POWER
	NATURAL GAS
	IRRIGATION LINE
	FIBER OPTIC
	FORCE MAIN
	FENCE [CHAIN]
	FENCE [BARBED]
	FENCE [PRIVACY]
	FIRE LINE
	OVERHEAD TV
	RAW WATER
	SEWER
	STORM
	UNDERGROUND POWER
	UNDERGROUND TELEPHONE
	UNDERGROUND TV
	WATER

EXISTING PROPOSED

		FIBER OPTIC MANHOLE
		FIBER OPTIC MARKER
		FIBER OPTIC PULL BOX
		FIBER OPTIC PEDESTAL
		FIBER OPTIC VAULT
		NATURAL GAS MARKER
		NATURAL GAS METER
		NATURAL GAS VALVE
		TELEPHONE MANHOLE
		TELEPHONE MARKER
		TELEPHONE PULL BOX
		TELEPHONE PEDESTAL
		TELEPHONE VAULT
		TREE (DECIDUOUS)
		TREE (CONIFER)
		ADA RAMP
		SIGN
		BOLLARD
		MILEPOST
		CATTLE GUARD
		BORE LOCATION
		PROP CORNER ALUMINUM CAP
		PROP CORNER BRASS CAP
		PROP CORNER CHISELED X
		HIGHWAY ROW MONUMENT
		PROP CORNER IRON PIPE
		PROP CORNER LEAD & TACK
		PROP CORNER REBAR
		PROP CORNER STONE
		CONTROL POINT
		PROP CORNER PLASTIC CAP

BID SET

YELLOWSTONE COUNTY

METRAPARK OUTDOOR EVENTS ARENA

GENERAL NOTES

YELLOWSTONE COUNTY, MT

PREPARED BY

550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

DESIGNED BY: JMD

DRAWN BY: ZSL

CHECKED BY: GTR

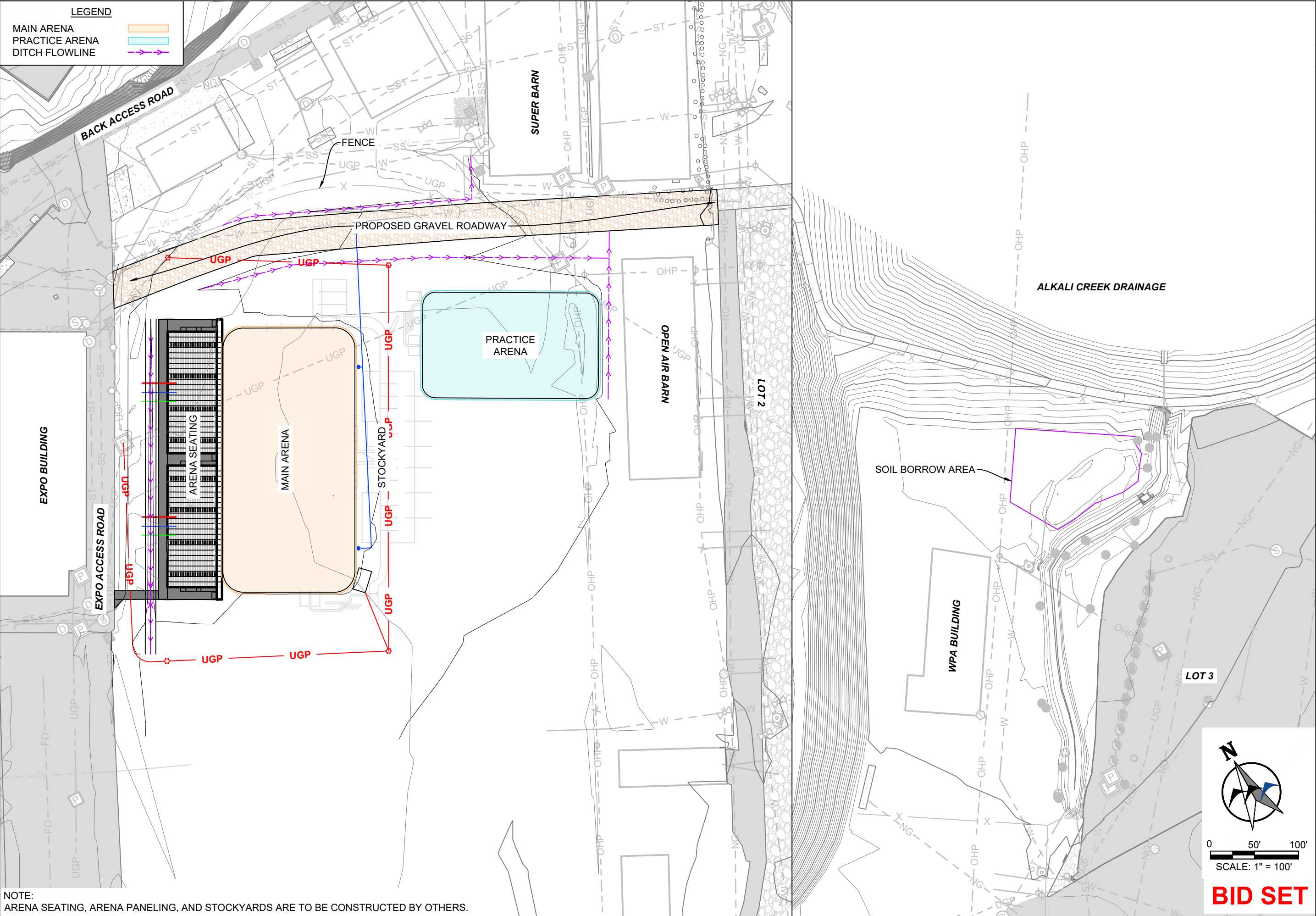
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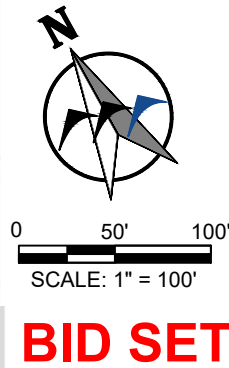
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PROJECT NO. 2024-295

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NOTE:
ARENA SEATING, ARENA PANELING, AND STOCKYARDS ARE TO BE CONSTRUCTED BY OTHERS.



YELLOWSTONE COUNTY
METRAPARK OUTDOOR EVENTS ARENA
PROJECT OVERVIEW
YELLOWSTONE COUNTY, MT

DESIGNED BY: JMD
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 11/5/2024

SHEET
3

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

NO.	REVISION	BY	DATE
PROJECT NO. 2024-295			

GRADING					
ITEM	UNIT	QUANTITY			REMARKS
		FILL	CUT	MISC.	
ON-SITE STOCKPILE EMBANKMENT FILL	CY	5,377	2,377		INCLUDES ARENAS AND ROADS CUT TO SUBGRADE
POND MATERIAL EMBANKMENT FILL	CY	3,369	3,369		POND EXCAVATION AND SPREAD FILL ON-SITE
TOTAL	CY	8,746	5,746		

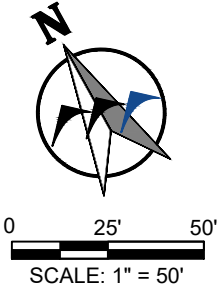
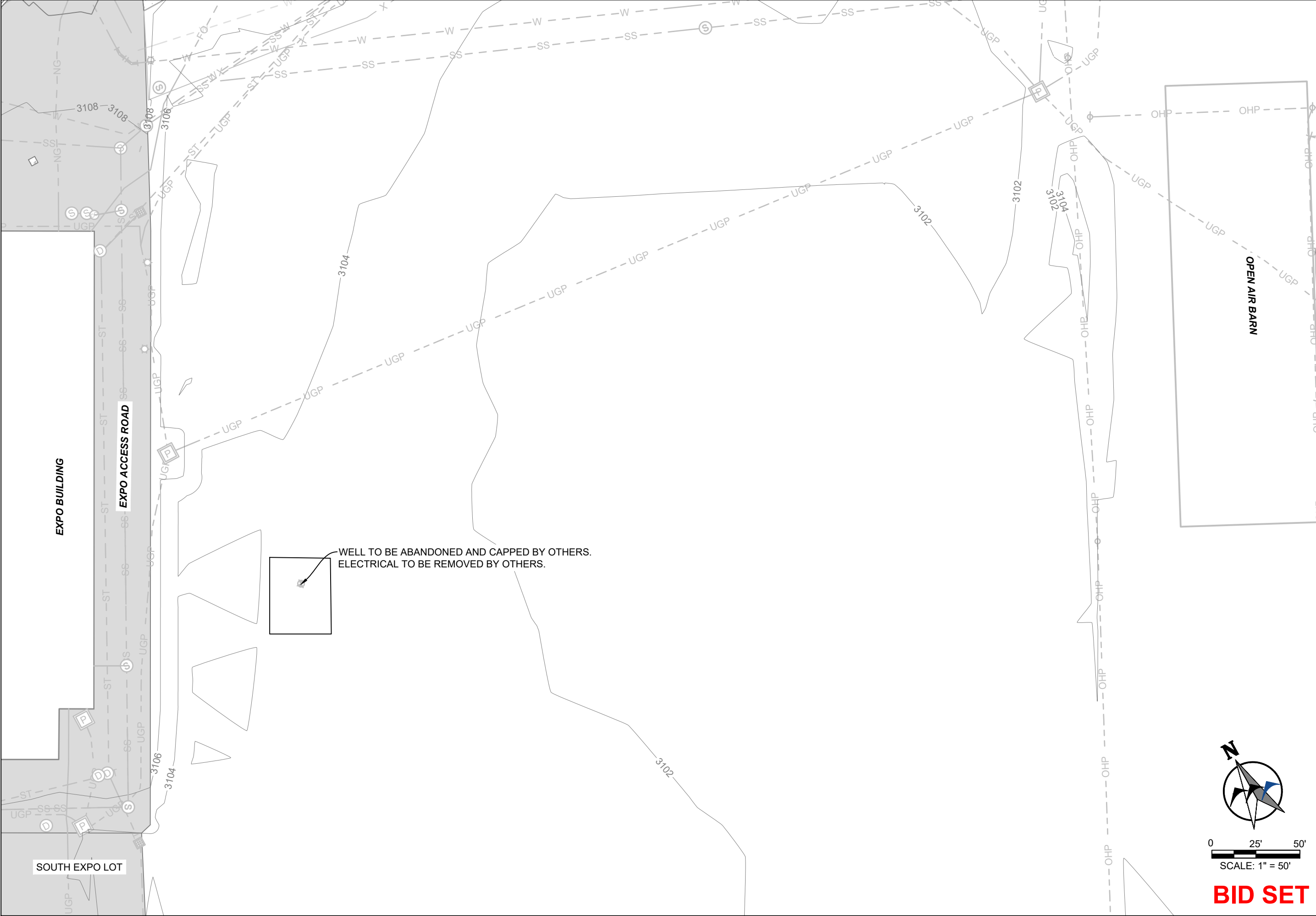
SURFACING				
ITEM	UNIT	QUANTITY	REMARKS	
12" THICKNESS CRUSHED BASE	SY	3,103	ROAD	
8" ON-SITE SCREENED SOIL	CY	1,181	MAIN ARENA	
10" IMPORT SCREENED SOIL	CY	1,388	MAIN ARENA	
12" IMPORT SCREENED SOIL	CY	928	PRACTICE ARENA	

YELLOWSTONE COUNTY
METRAPARK OUTDOOR EVENTS ARENA
SUMMARY TABLES
YELLOWSTONE COUNTY, MT

PREPARED BY
 **WWC** ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

DESIGNED BY: JMD
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 11/5/2024

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PROJECT NO. 2024-295			



BID SET


YELLOWSTONE COUNTY
METRAPARK OUTDOOR EVENTS ARENA
SITE DEMOLITION
YELLOWSTONE COUNTY, MT


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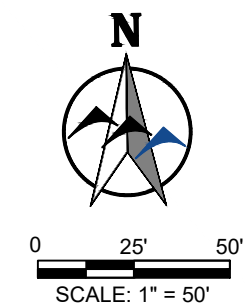
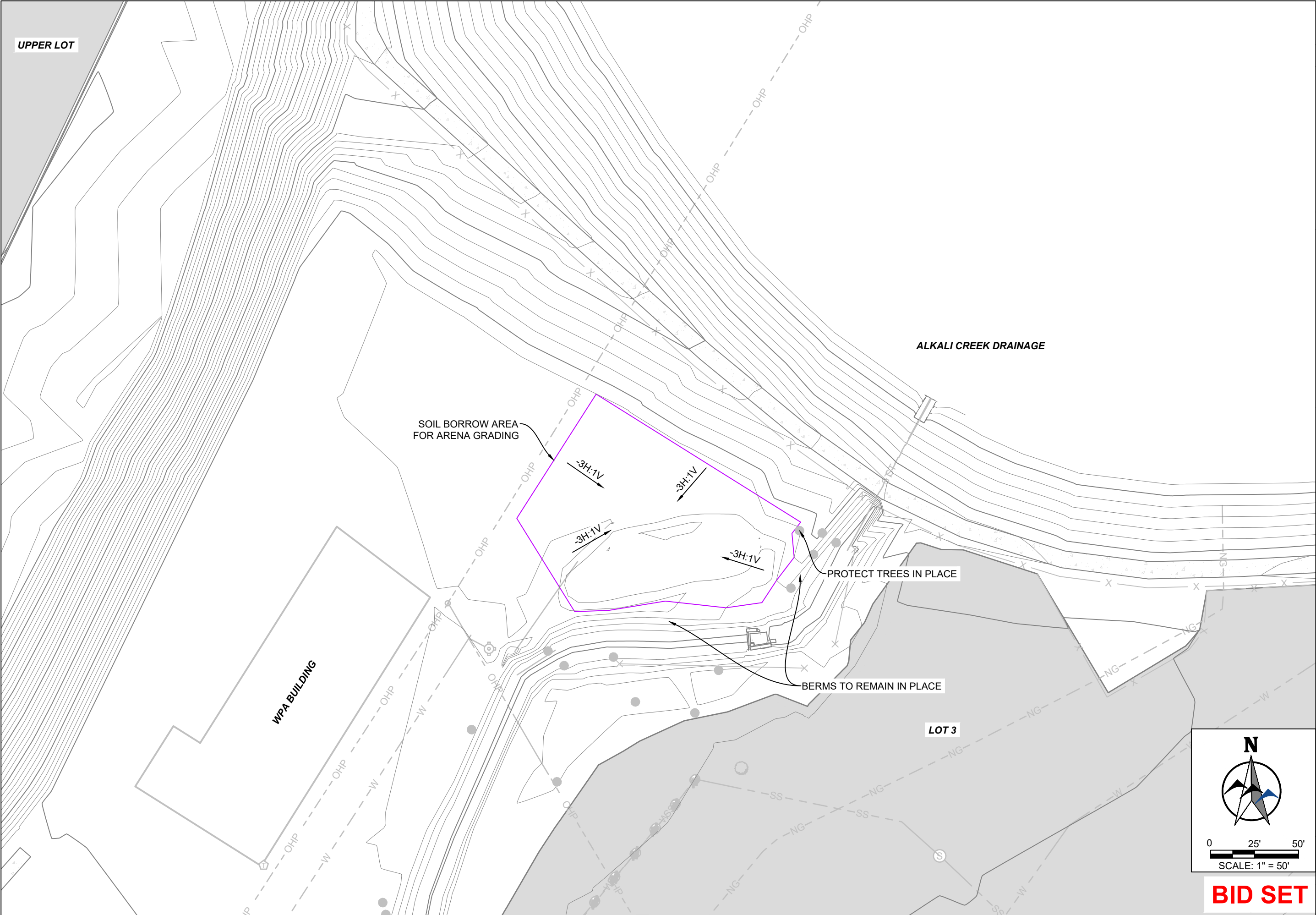
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DATE: 11/5/2024

<div>YELLOWSTONE COUNTY</div> <div>METRAPARK OUTDOOR EVENTS ARENA</div> <div>GRADING DETAIL</div> <div>YELLOWSTONE COUNTY, MT</div>	<div>DESIGNED BY: <u>JMD</u></div> <div>DRAWN BY: <u>ZSL</u></div> <div>CHECKED BY: <u>GTR</u></div> <div>DATE: <u>11/5/2024</u></div>				<div>PREPARED BY</div> <div> WWC ENGINEERING</div> <div>550 S. 24TH ST. W, SUITE 201</div> <div>BILLINGS, MT 59102</div> <div>(406) 894-2210</div> <div>www.wwcengineering.com</div>				NO.	REVISION	BY	DATE
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DESIGNED BY: <u>JMD</u> DRAWN BY: <u>ZSL</u> CHECKED BY: <u>GTR</u> DATE: <u>11/5/2024</u>	YELLOWSTONE COUNTY METRAPARK OUTDOOR EVENTS ARENA GRADING DETAIL YELLOWSTONE COUNTY, MT				PREPARED BY  WWC ENGINEERING 550 S. 24TH ST. W. SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com				NO. REVISION BY DATE						
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YELLOWSTONE COUNTY
METRAPARK OUTDOOR EVENTS ARENA
SOIL BORROW AREA DETAIL
YELLOWSTONE COUNTY, MT

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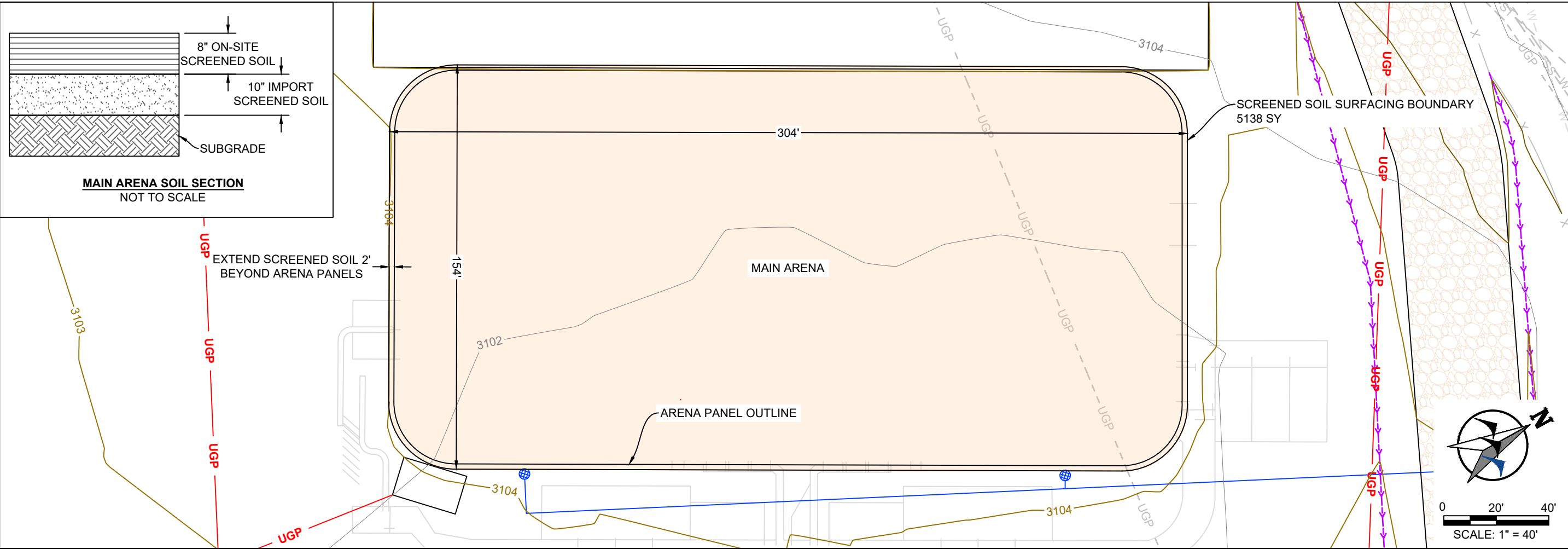
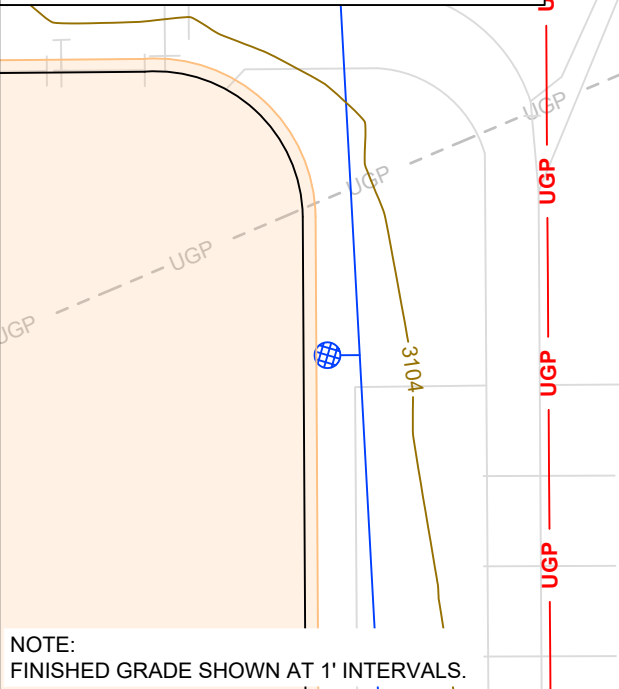
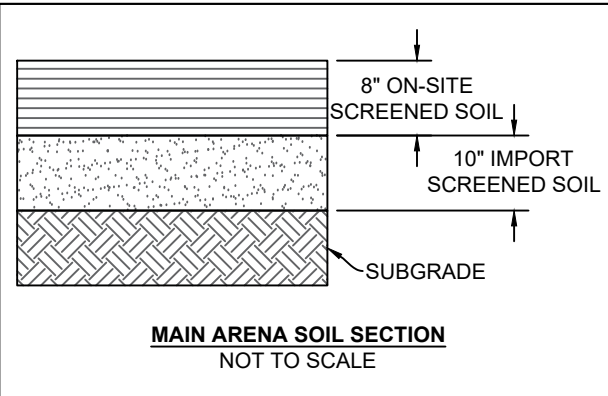
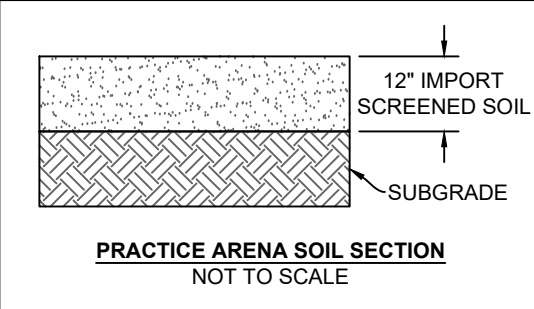
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NO.	DATE

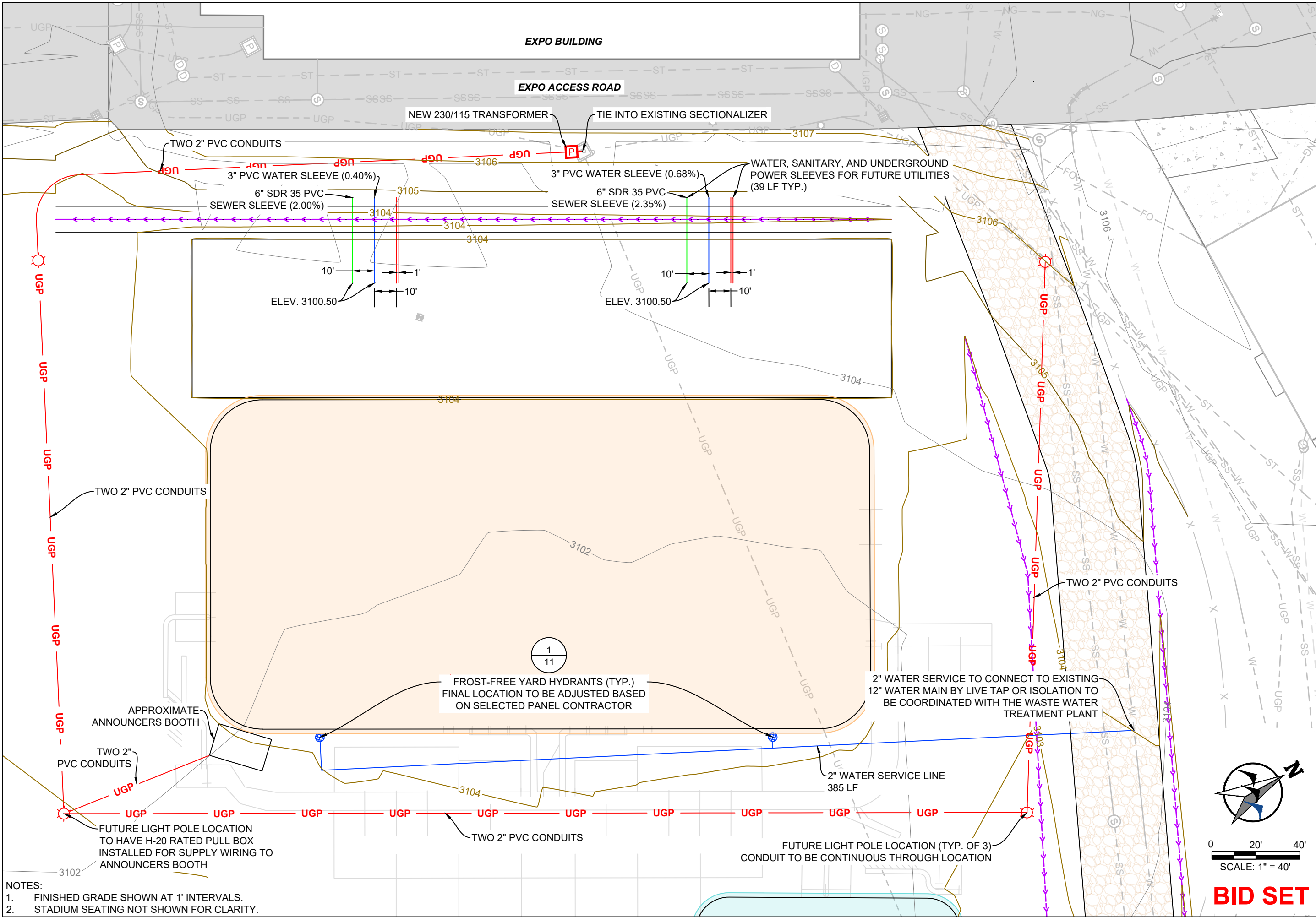
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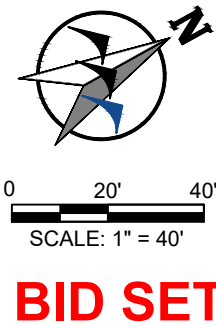
YELLOWSTONE COUNTY
METRAPARK OUTDOOR EVENTS ARENA
OUTDOOR ARENA SOIL SURFACING
YELLOWSTONE COUNTY, MT

BID SET

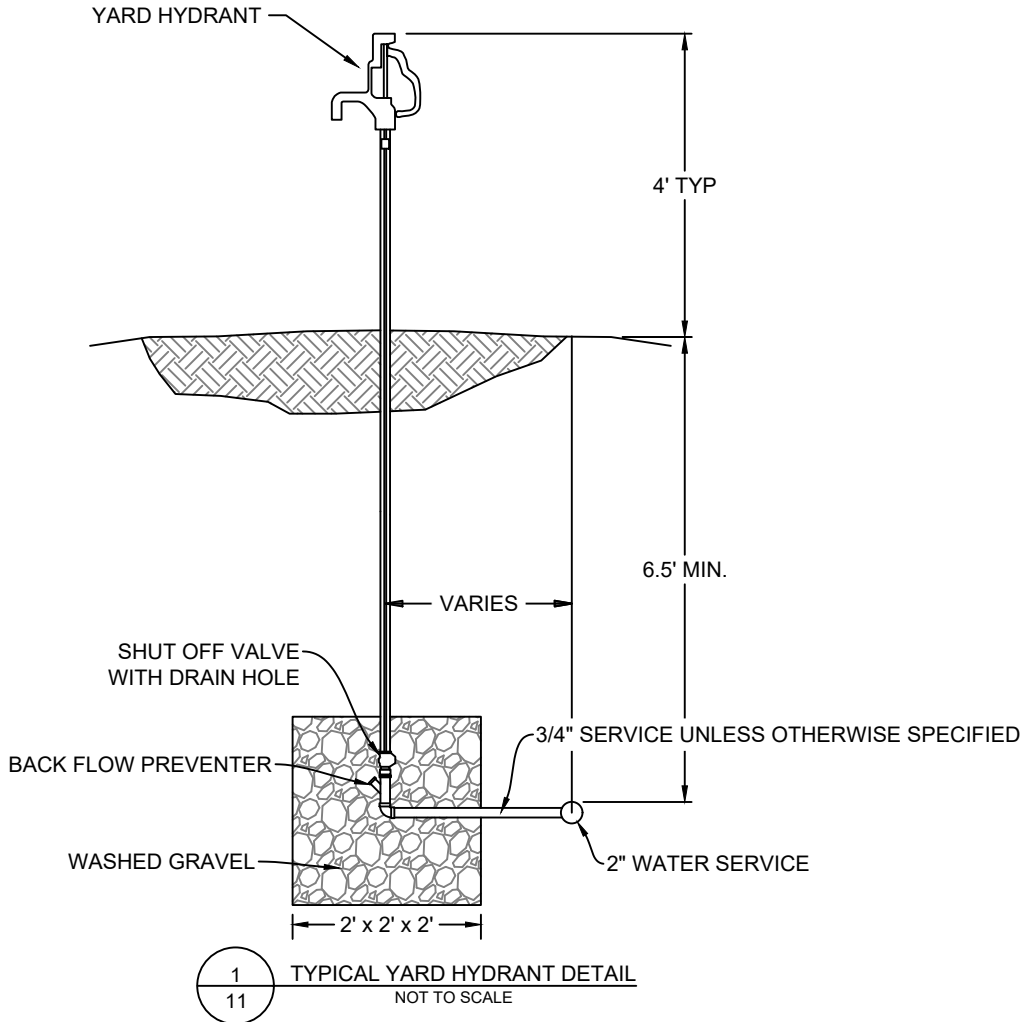
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- NOTES:
1. FINISHED GRADE SHOWN AT 1' INTERVALS.
 2. STADIUM SEATING NOT SHOWN FOR CLARITY.



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SERVICE LAYOUT			
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*CONTRACTOR TO CONFIRM YARD
HYDRANT IS RATED FOR 125 PSI TESTING
OR CONFIRM WITH ENGINEER THAT
LOWER TESTING IS ALLOWED
**HYDRANT SERVICE LINE TO BE TESTED
AT RATED PRESSURE OF YARD HYDRANT

BID
SET

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SHEET			
11			
YELLOWSTONE COUNTY			
METRAPARK OUTDOOR EVENTS ARENA			
YARD HYDRANT DETAIL			
YELLOWSTONE COUNTY, MT			
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