

Plans and Specifications
KAY MCKENNA PARK TENNIS COURTS
IMPROVEMENTS

Helena, Montana
CITY OF HELENA



The below hereby certifies that these plans and specifications were prepared by me or under my direct supervision, and that I am a duly registered professional engineer in the State of Montana.

April 2025

COH Project Number: PR25004

Engineer Project Number: 24-079



TRIPLE TREE
ENGINEERING

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Helena, Montana

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CONSTRUCTION PLANS

Kay McKenna Park Tennis Court Improvements

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INSTRUCTIONS TO BIDDERS

BIDS: All bids must be made on the forms provided in this bound copy of the Contract Documents. All bids must be legibly written in ink with all prices given in figures and total bid amount given in words and figures. No alterations by erasures or interlineations will be permitted in bids or in the printed forms. Each bid shall be enclosed in a sealed envelope addressed to: Clerk of the City Commission, 316 North Park Avenue, Helena, Montana 59623, and endorsed on the outside of the envelope with the words:

KAY MCKENNA PARK TENNIS COURT IMPROVEMENTS **PROJECT NO. PR25004**

Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the bid being submitted may be rejected as irregular.

BID SECURITY: To be considered, the bid must be accompanied by a bid security unconditionally payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Each Bidder shall expressly covenant in the bid that if the Bidder is awarded the contract, the Bidder will, within 14 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Bid security must be provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. Bid security through a bid, guaranty or surety bond must be issued by a surety company authorized to do business in the State of Montana. The bid security protects and indemnifies the City against the failure or refusal of the successful Bidder to timely enter into the contract.

SIGNATURE OF BIDDERS: Each bid must be signed in ink by the Bidder with the Bidder's full name and business address or place of residence. If the Bidder is a firm or partnership, the name and residence of each member must be inserted. If the bid is submitted by or on behalf of a corporation, it must be signed in the name of the corporation by a corporate official authorized to bind the corporation and who shall also affix the corporate seal of the corporation to the bid. Any bid by a corporation signed by a person other than a corporate officer must be accompanied by a power of attorney showing that person's authority to sign for the corporation.

ONLY ONE PROPOSAL: No Bidder may submit more than one bid. Two bids under different names will not be received from one firm, partnership, association, or corporation.

RESPONSIBILITY OF AGENT: Any person signing a bid as the agent of another, or of others, may be required to submit satisfactory evidence of authority to so sign.

TITLE: The position title of any person executing the bid or Agreement shall be clearly indicated beneath the signature.

QUALIFICATIONS OF BIDDERS: The Bidder may be required to submit satisfactory evidence that Bidder has practical knowledge of the particular work bid upon and has the necessary financial resources to complete the proposed work.

In determining if a Bidder is a responsible bidder, consideration will be given as to whether the Bidder involved: (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a financial status suitable to meet obligations incident to the work; and (d) has experience in projects of comparable scope and complexity that were satisfactorily completed.

Each Bidder may be required to show that previous work performed by that Bidder has been handled in such a

manner that there are no just or proper claims pending against such work. A Bidder will not be acceptable if that Bidder is engaged on any other work that impairs the financial ability to perform the work. A Bidder may demonstrate financial ability by meeting all requirements herein stipulated, when requested.

Bidder is not deemed a responsible bidder if Bidder is delinquent in payment of property taxes or special improvement district assessments for at least six (6) months.

Any Bidder required by the Helena City Code to have a general business license in the City of Helena must obtain it before a bid can be awarded to a bidder.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE: Before submitting a bid, each Bidder should: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with location conditions that may in any manner affect cost, progress, or performance of the work; (c) become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Each Bidder may, upon request, examine those reports of investigations and tests of subsurface and latent physical conditions at the site, if any, which have been relied upon in preparing the drawings and specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the bid each Bidder will, at Bidder's own expense, make such additional investigations and tests deemed necessary to determine that the bid for performance of the work is in accordance with the time, price, and other terms and conditions of the Contract Documents.

Upon request, City will provide each Bidder access to the site to conduct such investigations and tests each Bidder deems necessary for submission of a bid. Any administrative requirements and associated costs of such investigations are the responsibility of each Bidder.

The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use in performing the work are identified in the specifications or on the drawings.

The submission of a bid will constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract Documents, that person may submit a written request to the City for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued and a copy of any such addendum will be mailed or delivered to each person receiving a set of such documents.

TIME OF COMPLETION: The time of completion of the work is a basic consideration of the contract. It will be necessary that each Bidder satisfy the City of the Bidder's ability to complete the work within the stipulated time.

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

WITHDRAWAL OF BID: No Bidder may withdraw any bid for a period as specified in the Request For

Bid after the date and hour set for the opening declared herein. Prior to that time, Bidder may withdraw a bid by written request. The request to withdraw a bid must be signed in the same manner and by the same person or persons who signed the bid.

SUBCONTRACTORS: Within seven (7) days after bids are opened, the apparent low Bidder and any other Bidder so requested, shall submit a list of all subcontractors Bidder expects to use in the work.

An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named subcontractor if requested by the City. If the City or the project engineer, after due investigation, has reasonable objection to any proposed subcontractor, they may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute. Refusal to substitute a subcontractor may result in Bidder not being considered a responsible Bidder. Bidder's refusal to substitute will not constitute grounds for forfeiture of bid security.

Bidder shall not be required to employ any subcontractor against whom Bidder has a reasonable objection.

The subcontractors listed by Bidder and accepted by City prior to the Notice of Award will be used in the performance of the work, unless otherwise agreed to in writing by City.

ACCEPTANCE AND REJECTION OF BIDS: The City reserves the right to accept or reject the bids in the best interest of the City. The City reserves the right to waive informalities and irregularities in any bid submitted, to reject non-conforming, non-responsive or conditional bids, to correct arithmetic errors without changing unit price, and postpone awarding of the contract for a period not exceeding sixty (60) days.

AWARD OF CONTRACT: If the contract is to be awarded, City will award the contract to the responsible Bidder whose bid is responsive and conforms with all material terms and conditions of the bidding documents and proposed Contract Documents, is lowest in price, is in the best interest of the project, and other factors considered. The award will be based on the lowest responsive cumulative base bid plus any added alternate schedules the City determines to include with the project. If the contract is awarded, the award will be made within the period specified in the Request For Bid. The successful Bidder will be notified by letter mailed to the address shown on the bid that the bid has been accepted and that Bidder has been awarded the contract.

CANCELLATION OF AWARD: The City reserves the right to cancel the award of any contract at any time before the complete execution of the Agreement by all parties without any liability against the City.

PERFORMANCE BOND; LABOR AND MATERIALS BOND: The Bidder to whom the contract is awarded will be required to furnish a performance bond and a labor and materials bond, in favor of the City, issued by a surety company licensed in this state. The bonds must be in an amount equal to one hundred percent (100%) of the Agreement amount.

The bonds must be executed on the forms bound in the Contract, signed by a surety company licensed in the State of Montana and acceptable as a surety to the City, and countersigned by a Montana resident agent.

One copy of a power of attorney certified to include the date of the bonds must be filed with the City.

INSURANCE: The successful Bidder, as part of the Agreement, shall provide liability insurance and maintain required workers' compensation coverage. Bidder shall provide proof of these through either a certificate of insurance or a current copy of Bidder's policy.

EXECUTION AND APPROVAL OF AGREEMENT: The Agreement shall be signed by the successful Bidder and returned, together with the contract bonds, within the time shown on the bid. If the Agreement is not executed by the City within fifteen (15) days following receipt from Bidder of the signed Agreement and

bonds, Bidder has the right to withdraw the bid without penalty. The Agreement is not effective until it has been fully executed by all of the parties thereto.

FAILURE TO EXECUTE AGREEMENT: Failure to execute the Agreement and furnish a performance bond and payment bond shall be just cause for annulment of the award. In the event of such annulment, the bid guarantee shall be forfeited to the City, not as a penalty but as liquidation of damages sustained. Award may then be made to the next lowest responsible and qualified Bidder, or the work may be re-advertised as the City may decide.

BOUND COPY OF CONTRACT DOCUMENTS: None of the Instructions to Bidders, Bid Form, bond forms, Agreement, contract stipulations, or other specifications shall be removed from the bound copy of the Contract Documents prior to submission of bid.

PAYMENT: Payment for all work performed under the Agreement will be made by the City within the time period specified in and in accordance with the procedures outlined therein.

PREVAILING WAGE RATES: In all public works contracts with the City, contractors and their subcontractors shall pay for each job classification the standard prevailing wage rate, including fringe benefits. The standard prevailing wage rate as used herein means the standard prevailing rate of wages in the locality where the work is to be performed as determined by the Montana Commissioner of Labor & Industry pursuant to §18-2-402, MCA, and as bound herein as Exhibit G to the proposed Construction Agreement. The Bidder and Bidder's subcontractors are directed to the Montana Commissioner of Labor & Industry for information on the standard prevailing rate of wages applicable to this project within this area.

PAYROLL RECORD MAINTENANCE: In public works contracts, the contractor and subcontractors must maintain payroll records in a manner readily capable of being certified for submission under §18-2-423, MCA, for not less than three (3) years after the completion of work on the project.

POSTING: Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wages and fringe benefits to be paid to workers on the project.

MONTANA CONTRACTORS' GROSS RECEIPTS TAX: In accordance with Title 15, Chapter 50, MCA, the City shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall remit such monies to the Montana Department of Revenue.

MONTANA LABOR PREFERENCE: Bidder must give preference to the employment of bona fide residents of Montana in the performance of the work.

NON-DISCRIMINATION: In accordance with law, Bidder shall agree not to discriminate against any client, employee, or applicant for employment or for services because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, gender identity, sexual orientation, or national origin, with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from the City of Helena unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

PROJECT DRAWINGS: The project drawings consist of 14 sheets and the cover sheet is titled: Kay McKenna Park Tennis Courts Improvements Project drawings are contained under a separate cover.

PROJECT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **Insert Contractor Business Legal Name., Insert Contractor Address.** hereinafter referred to as “Contractor,” collectively referred to as “Parties.”

RECITALS

1. The City issued a Request for Bid for **Project No. PR25004**, hereinafter referred to as “Project,” pursuant to the requirements of all applicable statutes, rules, regulations, and ordinances, to reconstruct the Kay McKenna Park Tennis Courts. The project includes the reconstruction of a 28,510-square foot tennis court, demolition of 669 linear feet of 12-foot high chain link fencing and construction of 673 linear feet of 12-foot high chain link fencing, demolition of 323 square feet of existing sidewalk, and construction of a 352 square feet of new concrete sidewalk, removal of 135 square feet of concrete stairs, and construction of a 53 square feet of new concrete stairs. Two bid schedules are included. Schedule A includes concrete tennis courts. Schedule B includes asphalt tennis courts. Concrete stairs along Getchell Street consists of 82 SF and is included as bid alternate 1.
2. The City awarded the bid to Contractor on [Click or tap to enter a date](#), on the condition that the Contractor enters into this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date and Term:** This Agreement is effective upon execution by both parties, and will terminate on: [11/30/2025](#). Any extension of the term of this Agreement must be set forth in writing and signed by both parties as specified in this Agreement.
2. **Contractor’s Acknowledgment of Conditions:** Contractor hereby acknowledges that Contractor has examined all available records and made field examinations of the site of the Project. Contractor has knowledge of the field conditions to be encountered during the Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.
3. **Work to be Performed:**

- a. A description of the Project and Contractor's duties is set forth in the City's Request For Bid, Bid Form, and City's Award (herein after "Bid Documents"), as awarded and accepted by City, and the drawings, plans, and Project specifications provided by the City and its architects and engineers. The Bid Documents are attached hereto as **Exhibit A**, Project Drawings and Plans are attached hereto as **Exhibit B**, and Project Specifications are attached hereto as **Exhibit C**, all of which are hereby incorporated into this Agreement by reference.
 - b. Prior to the commencement of any work on the Project, Contractor's representatives and City's representatives must hold a meeting to establish a working understanding among the parties as to the scope of the Project and duties of the Contractor. At this meeting, Contractor and City must resolve any outstanding issues related to the plans, designs, drawings, and specifications. If the parties are unable to resolve these issues and the City fails, refuses, or is unable to approve the same, no work must commence on the Project until such issues are resolved and the City approves the related plans, designs, drawings, and specifications.
 - c. Contractor's Project plans, methods of operation, materials used, and individuals and subcontractors employed (collectively "Contractor's Resources") are subject to the City's approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the deadlines set in the Project Schedule section of this Agreement.
 - d. During work on the Project, and as part of the final completion of the Project, Contractor must clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, equipment, temporary buildings, the removal or grading of all embankments made for Project purposes, the filling in of all excavations, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of the Project.
 - e. Contractor must, at Contractor's sole expense, replace any material or correct any work found by the City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the City to do so, the City may take such corrective action, either with its own materials and employees or by retaining any third party to do so, and deduct the cost and expense of such corrective action from the Contractor's compensation.
4. **Labor and Materials**: Except for the materials provided by City, Contractor must furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Project. City will supply the materials as set forth in City Supplied

Materials attached hereto as **Exhibit D**. Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Project.

5. **Project Management:**

- a. Contractor must give its personal attention to the faithful completion of the Project. Contractor, or its duly authorized representative assigned to serve as the Project Manager, must be personally present at the site of the Project during working hours for the term of this Agreement until the completion of the Project.
- b. Contractor must maintain an office at the site of the Project and must have a complete, accurate, and up-to-date set of Project plans, drawings, and specifications at that office at all times and available for inspection.
- c. Contractor is responsible for the safety of the work and must maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

6. **Locating Underground Facilities:** Contractor is responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., MCA. Contractor must make every effort to avoid damage to underground facilities and shall be solely responsible for any damage that may occur. If City personnel assume responsibility for locating any underground facilities, this fact must be noted in writing prior to commencement of such location work.

7. **Permits:** Contractor must provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, pay all fees and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of the Project.

8. **Subcontractors:**

- a. Contractor may employ subcontractors for any work on the Project. Contractor must provide City with a list of all subcontractors employed.
- b. Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor shall remain fully responsible and liable for the timely completion of the Project.

- c. Contractor is solely liable for any and all payments to subcontractors. Contractor must hold all payments received from the City in trust for the benefit of subcontractors, and all such payments must be used to satisfy obligations of the Project before being used for any other purpose. Contractor must make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's invoice, Contractor must promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.
9. **Apprenticeship Requirement:** Pursuant to City of Helena Resolution No. 20469, all agreements for services with an agreement cost of one-hundred fifty thousand dollars (\$150,000) or more require that at least fifteen percent (15%) of labor hours within each apprenticeable trade be performed by apprentices of that trade. If the cost of this Agreements meets the stated threshold, Contractor hereby acknowledges that Contractor is required to utilize apprentices to perform work for a minimum of stated amount of labor hours and agrees to provide verified payroll reports on at least a monthly basis to the City, certifying the names of all workers performing labor hours, their trade, hours worked, and designation as journey level worker or apprentice.
- ☐ The City Manager has granted an adjustment from the requirements of this section of the Agreement as specified in **Exhibit ex "H"**, which is hereby incorporated by reference into this Agreement.
10. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This

insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, Contractor must send a proof of renewal to the City.

11. Project Schedule:

a. *Complete by Date:* Contractor must complete the Project:

- ☐ within **number of days in words AND numbers**. Ex. **five (5)** days of the starting date stated in the Notice to Proceed.
- ☐ no later than **Click or tap to enter a date**.

b. *Project Phases:* Project phases must be completed according to the following schedule:

If various Project Phases must be completed according to specific timelines specify those here. If no project phases need to be specified write "None noted for this Project."

- c. Time is of the essence for completion of all work and each phase of the Project and liquidated damages may be assessed against the Contractor for failure to adhere to the Project Schedule as provided in this Agreement.
- d. In the event the City determines, at the sole discretion of the City, that Contractor's Resources are inadequate to meet the approved Project Schedule, the City may order the Contractor, in writing, to accelerate Contractor's performance to give reasonable assurances of timely completion and quality results. Acceleration ordered pursuant to this Section will not be deemed a Change Order as provided for in this Agreement and the Contractor will not receive an equitable adjustment for such acceleration. Nothing in this Section relieves the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Project Schedule.

12. Delays and Extensions of Time:

- a. If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of the Contractor, including acts or omissions of the City, Contractor must, within five (5) business days of the commencement of any such delay, give the City written notice thereof. Further, Contractor must, within five (5) business days of the termination of any such delay, give the City written notice of the total actual duration of the delay. If the City is provided with these required notices and if the City determines that the cause of the delay was not foreseeable, was beyond the control of the Contractor, and was not a result of the fault or negligence of

the Contractor, then the City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly.

- b. Unless the delay is caused by the intentional interference of the City with the Contractor's performance, Contractor is not entitled to make any claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays.
- c. Contractor is not entitled to any extension of time as set forth in the Project Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.

13. **Suspension:**

- a. The City may, by written notice to the Contractor, and at its convenience, for any reason, suspend the performance of all or any portion of the work to be performed on the Project ("Notice of Suspension"). The Notice of Suspension must set forth the anticipated duration of the suspension, if then known to the City.
- b. During the period of suspension, Contractor must use all reasonable efforts to mitigate and minimize costs, to the Contractor and the City, associated with the suspension.
- c. Upon Contractor's receipt of the Notice of Suspension, unless the notice requires otherwise, Contractor must: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** promptly make every reasonable effort to obtain suspension upon terms satisfactory to City of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and **(4)** continue to protect and maintain the Project, including those portions on which work has been suspended.
- d. As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: **(1)** a standby charge paid during the period of suspension which will be sufficient to compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor's organization and equipment committed to the Project in standby status; **(2)** all reasonably incurred costs for the demobilization of Contractor's and subcontractor's crews and equipment; **(3)** an equitable amount to reimburse Contractor for the cost to protect

- and maintain the Project during the period of suspension; and (4) an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on the Project has increased or decreased.
- e. Upon receipt of written notice by the City to resume the suspended work (“Notice to Resume Work”), Contractor shall immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) shall be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor shall submit a revised Project Schedule for the City’s review and approval. Contractor’s failure to timely make such a claim shall result in a waiver of the claim.
 - f. Contractor is not entitled to claims for compensation or extension of time to complete the Project if the suspension results from Contractor’s non-compliance with or breach of the terms or requirements of this Agreement.

14. **Compensation:**

- a. *Agreement Amount:* City will pay to Contractor, and Contractor will accept as full payment for the performance of this Agreement and the Project, the amount **insert amount in words AND numbers. Ex. five (\$5)**. Both parties hereby acknowledge that this Agreement Amount has been calculated based upon the unit prices specified in the Bid Documents, attached hereto as **Exhibit A**, as submitted by the Contractor and accepted by the City.
- b. *Retainage Amount:* City will retain five percent (5%) of the total amount of compensation to be paid to the Contractor, including from Monthly Progress Payments, to ensure compliance with the terms and conditions of this Agreement and the timely completion of the Project and any and all “punch list” items. The Retainage Amount must be paid to Contractor within thirty (30) business days after the City’s final acceptance of the portion of work for which a separate price is stated in the specifications for the Project.

- c. *Contractors' Gross Receipts Tax:* Contractor understands that all contractors or subcontractors working on a publicly funded construction project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is more than Eighty Thousand (\$80,000.00) Dollars in accordance with Title 15 Chapter 50 of the Montana Code Annotated. Contractor must withhold this tax from payments made to subcontractors by Contractor.
- d. If the City requires work to be performed that is outside of the work specified in this Agreement, any such additional work and the related compensation must be agreed upon in writing by both parties, as specified in this Agreement, prior to commencement of any additional work.
- e. Contractor is not entitled to any increase in Contractor's compensation for any work performed by Contractor that is not required by the terms and conditions of this Agreement or a duly executed Change Order.
- f. *Monthly Progress Payments:*
 - i. After the commencement of work on the Project, the Contractor may request monthly progress payments by submitting an Application for Payment to the City during each successive calendar month, with a copy to the project architect or engineer. The Application for Payment must be based upon the actual or estimated percentage of work completed and materials supplied on the Project prior to the date of the Application and must be filled out and signed by the Contractor. Contractor must attach all supporting documentation to the Application, including certified payroll records and receipts, to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted within a calendar month.
 - ii. Beginning with the second Application for Payment, each Application must also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied to the account to discharge City's obligations associated with the prior Applications for Payment.
 - iii. City and its architect or engineer must promptly review all Applications for Payment and, within twenty-one (21) business days after receipt of each Application, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless prior to the expiration of the twenty-one (21) day period the City or its architect or engineer provides the Contractor with a written statement containing specific

items that are being disapproved. A progress payment or any portion thereof may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** failure to remedy defective Project work or materials; **(3)** disputed work or materials; **(4)** failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Project, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** damages to the City; **(7)** Contractor's non-compliance with applicable federal, state, and local laws, rules, and ordinances.

- iv. If the City disapproves only a portion of an Application for Payment and withholds an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the reasons set out above, the remainder of the Application for Payment is considered approved. City must tender the balance of the approved monthly progress payment to Contractor within ten (10) business days following approval.
- v. City's approval of any progress payment shall not operate as City's acceptance of any portion of the Project as complete or free of defects or nonconformities, nor shall it operate as a waiver of Contractor's obligations under the Agreement including, but not limited to, Contractor's testing and warranty obligations.

g. *Final Payment:*

- i. Upon completion of the Project, Contractor must submit an Application for Final Payment to the City, with a copy to the project architect or engineer, seeking payment of the remaining balance of Contractor's compensation, including all retainage amounts. Contractor must attach all supporting documentation and receipts to the Application for Final Payment to verify that the Project has been fully and finally completed in compliance with all terms and conditions of the Agreement, including complete and legally effective releases or waivers of all liens or encumbrances that have been filed against the Project, and a consent from all of Contractor's sureties to final payment. In addition, Contractor must include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied to the account to discharge City's obligations associated with the Project and that the prior Applications for Payment and all claims asserted by any person arising from or related to the Project have been settled or satisfied. In the event any claims have not been settled or satisfied, the Affidavit must contain a complete listing of such claims,

the name and address of each person making a claim, the facts and circumstances surrounding each claim, the amount of each claim, and the efforts made to date by Contractor to resolve, settle or satisfy each claim.

- ii. City and its architect or engineer shall promptly review the Application for Final Payment and, within twenty-one (21) business days after receipt of the request, determine whether it should be disapproved in whole or in part. An Application for Final Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved prior to the expiration of the 21-day period. A final payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** after City's final inspection of the Project, Contractor has not completed all punch list items and failed to remedy defective Project work or materials; **(3)** disputed work or materials; **(4)** failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Project, or other required documents including, but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to, claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** claims have been brought or liens have been filed against Contractor or the City related to the Project, or any such claims have not been properly documented in Contractor's Affidavit; **(7)** damage to the City; **(8)** Contractor has not delivered all maintenance and operating instructions, marked-up record documents, and any other documents relating to the Project as required by City; and **(9)** the Contractor is not in compliance with applicable federal, state, and local laws, rules, and ordinances and has not remedied the noncompliance.
- iii. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.
- iv. Final payment is due and payable within fourteen (14) business days of City's approval, but City may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the items set out above and any tax withholding required by law.
- h. Upon acceptance of final payment and for other good and valuable consideration, Contractor releases and forever discharges City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law and in equity, whether now

known or in the future discovered, arising from or related to this Agreement or the Project that Contractor may have or assert against City, its officers, agents, and employees.

15. **Indebtedness and Liens**: Before City will make any final payment to Contractor, Contractor must furnish the City with satisfactory proof that there are no outstanding debts or liens in connection with the Project. If the Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same towards the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.

16. **Liquidated Damages**: If the Project is not completed within the time provided by this Agreement, the City may deduct for each day the Project remains uncompleted the sum of Twelve Hundred (\$12,000) from the compensation hereinafter specified and retain that sum as payment for liquidated damages sustained by reason of the Contractor's failure to complete the Project on time.

17. **Change Orders**

- a. Except for minor modifications in the work, not involving an increase of costs or Contractor's compensation, and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements can be made except pursuant to a written Change Order from the City's authorized representative.
- b. City may, at any time, order changes, additions, deletions, or revisions to the work on the Project by submitting a written Change Order to Contractor. Upon receipt of any Change Order, Contractor must comply with the terms of the Change Order. The terms of the Change Order supersede and replace any previously stated terms related to the Project including as specified in this Agreement.
- c. City and Contractor must negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation must be set forth in the Change Order and both the City and the Contractor must sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement.
- d. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation the City will pay the Contractor on a force account basis for labor and materials used to perform the work specified by the Change Order and the previously agreed upon mark-up for Contractor's overhead and profit. The costs of the labor and materials will be determined as follows:
 - i. Contractor's actual, direct payroll expenses for the cost of labor. Payroll expenses can only include actual gross wages paid, without any deductions, withholding, or overhead.
 - ii. Contractor's previously agreed upon mark-up fee that covers Contractor's liability insurance, workers' compensation, and Social Security taxes applicable to wages, Contractor's reasonable profit, the costs for the use of small tools and equipment

not otherwise classified under heavy equipment use, and Contractor's general overhead expenses.

- iii. Contractor's actual cost of materials, including actual transportation costs, for all materials supplied by Contractor.
 - iv. Costs for the use of heavy equipment and the transportation of the same. Such costs will be the actual rental fees incurred for the use of the heavy equipment and the actual costs of transporting such heavy equipment to and from the site of the Project.
 - e. Decreases to Contractor's compensation will be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement.
18. **Inspection and Testing:** City has the right to inspect and test any and all work performed by Contractor on the Project. Contractor must allow City and its officers, agents, employees, and representatives, access to the Project at all times and must provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions of the work or uncovering or taking down portions of the finished work. Any inspection and testing performed by the City and its agents is for the sole benefit of the City and does not relieve the Contractor of its duty, responsibility, and obligation to ensure that the work strictly complies with the Agreement terms and conditions and all applicable federal, state, and local, laws, rules, and regulations, including building and safety codes. City's inspection and testing is not to be deemed or considered acceptance by the City of any portion of the Project. City's inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Agreement.
19. **Partial Utilization of Project:** City has the right to use or occupy any portion of the Project that City and Contractor mutually agree is substantially completed and constitutes a separately functioning and usable part of the Project for its intended purpose without significant interference with Contractor's performance of the remaining portions of the Project. In the event City takes possession of any portion of the Project, such possession shall not be deemed an acceptance of the Project, in whole or in part. Contractor will still be required to conduct any final testing of the portions in the possession of the City. City's use of any portion of the Project shall not be grounds for extensions of any Project deadlines or a change in the Contractor's compensation.
20. **Related Work at the Site:** Nothing in this Agreement shall prevent or preclude City, its

employees, officials, or agents, from performing other work related to the Project at the Project site; provided such related work is not otherwise addressed in this Agreement and provided such related work does not otherwise interfere with Contractor's performance of this Agreement or the completion of the Project. Contractor must afford any City employee, agent, or representative, or any third party under contract with the City to perform the related work, proper and safe access to the Project site, a reasonable opportunity for the introduction and storage of materials and equipment, the opportunity to perform the related work, and must properly coordinate the Contractor's work on the Project with the related work.

21. **No Damage or Disruption:** Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment. Contractor may be held financially responsible for any damage or disruption to City property or operations.
22. **Contractor's Warranties:** Contractor represents and warrants as follows:
 - a. Contractor's warranties shall run from the completion and acceptance of the total Project by the City and not from the date the City may take possession of selected portions of the Project.
 - b. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Project must be new and where not otherwise specified, of the most suitable grade for their intended uses.
 - c. All workmanship and materials shall be of a kind and nature acceptable to the City.
 - d. All equipment, materials, and labor provided to, on, or for the Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Project and ending one (1) year from the final completion and acceptance by the City of the Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than one (1) year apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor must take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor must also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective

action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

- e. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

23. **Contractor's Acceptance of Risk:** Contractor hereby acknowledges and accepts that all performed on the Project by the Contractor is at Contractor's own risk, and Contractor will promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss. If the damage or loss is caused by an intentional or negligent act of the City, the risk of such loss will be placed on the City.

24. **Hold Harmless and Indemnification:** For all services rendered, Contractor agrees, to the fullest extent permitted by law, to protect, defend, hold harmless, and save the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any act or omission on the part of the Contractor or Contractor's agents, employees, officers, representative, assignees, invitees, or subcontractors in connection with this Agreement.

25. **Insurance:**

- a. *Required Coverage:* At the time of entry into this Agreement, Contractor must have in place the following insurance coverage (check all that apply) :

<input checked="" type="checkbox"/>	Commercial General Liability (bodily injury and property damage)	\$ 2,000,000 per occurrence \$ 4,000,000 aggregate
<input checked="" type="checkbox"/>	Products and Completed Operations	\$ 3,000,000
<input checked="" type="checkbox"/>	Automobile Liability (all owned, hired, non-owned)	\$1,500,000 per accident
<input checked="" type="checkbox"/>	Workers' Compensation	Not less than statutory limits
<input checked="" type="checkbox"/>	Employers' Liability	\$1,500,000
<input checked="" type="checkbox"/>	Professional Liability (E&O)	\$1,500,000

<input checked="" type="checkbox"/>	Builder's Risk/Property Insurance	Equal to greater of Contractor's compensation or full replacement (covering all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws, water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)
<input checked="" type="checkbox"/>	Owner's and Contractor's Protective Liability	\$ 1,000,000 per occurrence \$ 3,000,000 aggregate
<input type="checkbox"/>	On-Hook Coverage	Enter amount of coverage or hit space to delete this text.
<input checked="" type="checkbox"/>	Transit Coverage	\$ 1,000,000

This coverage must be maintained through the termination of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties.

All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least forty-five (45) days prior written notice has been given to Contractor, City, and all other additional insured to whom a certificate of insurance has been issued.

- b. *Required Documentation:* The insurance must be in a form suitable to City. Certificates must be provided to the City and included as part of this Agreement as **Exhibit E**. Contractor must notify City thirty (30) days prior to the expiration of any such required insurance coverage and must ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor must further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.
- c. *City as Additional Insured:* Each required insurance coverage must name the City as an additional insured.

- d. *Coverage to be Primary:* The Contractor's insurance coverage is to be primary insurance with respect to City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

26. **Bonds:** Contractor must make, execute, purchase, maintain, deliver to City, and include as part of this Agreement as **Exhibit F** the bonds specified in this Section in an amount at least equal to the Contractor's compensation under this Agreement, conditioned that the Contractor must faithfully perform all of Contractor's obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor's subcontractors with provisions, provender, material, or supplies for performing work on the Construction Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best's Financial Strength Rating of A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties. A certified copy of the agent's authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the State of Montana is terminated, Contractor must promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

The following bonds are required:

Performance Bond	Equal to Contractor's compensation amount
Payment Bond	Equal to Contractor's compensation amount

27. **No Assignment or Transfer:** Contractor may not assign or transfer this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City or as otherwise provided for in this Agreement.
28. **Compliance with Laws:** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules, and regulations, including but not limited to: all workers' compensation laws; all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA); the safety rules, codes, and provisions of the Montana Safety Act in Title 50,

Chapter 71, MCA; all applicable City, County, and State building and electrical codes; and utilization of minority and small business statutes and regulations. Contractor must have a valid City business license.

29. **Hazard Communication**: Contractor must comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Department of Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated material safety data sheets (MSDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's, City's elected and appointed officials, officers, agents, employees, and volunteers, or members of the public, may be exposed to while working on City property during the course of the Project. One copy of this documentation must be delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

30. **Labor Preferences and Prevailing Wages**:

- a. For purposes of Montana's prevailing wage requirements, this Project is classified as **HEAVY CONSTRUCTION**. The Montana Prevailing Wage Rates for this type of project are attached hereto as **Exhibit G** which is incorporated herein by this reference.
- b. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Project and the termination of this Agreement.
- c. In performing the terms and conditions of this Agreement and the work on the Project, Contractor shall give preference to the employment of bona fide residents of Montana as required by §18-2-403, MCA, and as such term is defined by §18-2-401(1), MCA. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.
- d. Contractor must pay all hourly wage employees on a weekly basis. Violation of the requirements may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor must maintain payroll records and provide certified copies to the City upon request. Contractor must maintain such payroll records during the term of

this Agreement, the course of the work on the Project, and for a period of three (3) years following the date of final completion of the Project and termination of this Agreement.

31. **Taxes and Withholdings:** Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.
32. **Nondiscrimination:** Contractor agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Contractor agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
33. **Intoxicants; DOT Drug and Alcohol Regulations:** Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.
34. **Website Privacy Policy:** If Contractor collects any data electronically as part of performance of this Agreement, Contractor agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
35. **Records Access and Retention:** Contractor agrees to create and retain records, including but not limited to, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents supporting the services rendered or goods delivered in connection with this Agreement. Contractor agrees, to the extent permitted by law, to provide the City, or the City's authorized agent, access to any such records at the City's request. The City may terminate this Agreement without incurring liability if the Contractor refuses to allow access to records as provided in this section. Contractor agrees to retain any records concerning this Agreement for eight (8) years after the Agreement termination date. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.

36. Ownership and Publication of Materials:

All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on the Project, must be promptly furnished to the City ("City Documents and Information"). All City Documents and Information become the exclusive property of the City and are deemed to be works-for-hire. Contractor hereby assigns to the City all rights, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

37. **Representatives and Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice must be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery. If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

a. The City's Representative for purposes associated with this Agreement is:

Name: Craig Marr, Superintendent
Address: 1201 N Ewing Helena MT 59601
Phone: 406-461-9383
E-Mail: cmarr@helenamt.gov

The City may designate any other individual as the City's Representative so long as notice of such designation is provided to the Contractor in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City's Representative and approvals or authorizations must be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

b. The Contractor's Representative for purposes associated with this Agreement is:

Name: [Insert Name and Title.](#)
Address: [Insert Mailing Address.](#)
Phone: [Insert Phone number.](#)
E-Mail: [Insert Email Address.](#)

The Contractor may designate any other individual as the Contractor's Representative so long as notice of such designation is provided to the City in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication must be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

38. Dispute Resolution:

- a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. Both parties will share equally in cost of hiring a mediator.
- b. If the parties are unable to resolve the dispute within a reasonable time from the date the dispute was first raised, then such dispute must be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

39. Termination for Contractor's Fault:

- a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the Project ("Termination Notice Due to Contractor's Fault"). The City may then take over the Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of the Project.

- b. In the event of a termination pursuant to this Section, Contractor is entitled to payment only for those services Contractor actually rendered. In the case of a lump sum or unit price Agreement, Contractor is not entitled to any further payment until the Project has been completed. Upon completion of the Project, if the unpaid balance of the Contractor's compensation exceeds the cost to the City of completing the work, including all costs paid to any subcontractors or third parties retained by the City to complete the Project and all administrative costs resulting from the termination ("City's Cost for Completion"), such excess must be paid to the Contractor. If the City's Cost for Completion exceeds the unpaid balance of the Contractor's compensation, then Contractor and its sureties shall be liable for and shall pay the difference, plus interest at the rate applicable to court judgments, to the City.
- c. Any remedies provided for by this Section are in addition to any other remedies to which the City may be entitled under the law or at equity.
- d. If the Agreement is terminated pursuant to this Section, Contractor is not entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

40. Termination for City's Convenience:

- a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work on the Project, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination will be effective in the manner specified in the Notice of Termination for City's Convenience and must be without prejudice to any claims that the City may otherwise have against Contractor.
- b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor must immediately cease work on the Project, discontinue placing orders for materials, supplies, and equipment for the Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City. Contractor must do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the Project site.
- c. In the event of a termination pursuant to this Section, Contractor is entitled to payment only for those services Contractor actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City's Convenience, and reasonably incurred

costs for demobilization of Contractor's and any subcontractor's crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City's sole property.

- d. The compensation described in this Section is the sole compensation due to Contractor for its performance of this Agreement. Contractor is not, under any circumstances, entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

41. **Limitation on Contractor's Damages; Time for Asserting Claim:**

- a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages are limited to the Agreement Amount as stated in this Agreement, and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.
- b. In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor must provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ten (10) business days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor waives all rights to assert any such claim.

42. **Authority:** Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

43. **Survival:** Contractor's indemnification and warranty obligations survive the termination or expiration of this Agreement for the maximum period allowed under applicable law unless specifically stated otherwise elsewhere in this Agreement.

44. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.

45. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.

46. **Binding Effect:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
47. **No Third-Party Beneficiary:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
48. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

Exhibit A – Bid Documents (including Request for Bid, Bid Form, City’s Award)

Exhibit B – Project Drawings and Plans

Exhibit C – Project Specifications

Exhibit D – City Supplied Materials

Exhibit E – Insurance Certificates

Exhibit F – Bond Certificates

Exhibit G – Applicable Prevailing Wages

49. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
50. **Governing Law and Venue:** This Agreement and any extensions hereof is governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
51. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
52. **Severability:** If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.

53. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

FOR THE CITY OF HELENA MONTANA

Signed: _____ Dated: _____
By: Tim Burton, City Manager

FOR THE CONTRACTOR

Signed: _____ Dated: _____
By: Insert Name., Insert Title.

APPROVED AS TO FORM:

Signed: _____ Dated: _____
By: Rebecca Dockter, City Attorney

Exhibit A
Bid Documents
(Request for Bid, Bid Form, City's Award)

CITY OF HELENA

***** REQUEST FOR BID *****

The City is requesting sealed bids for the Kay McKenna Park Tennis Courts Improvements, Project No. PR25004. To be considered for award, the bid must state the name and number of the project, be addressed to the Clerk of Commission, City of Helena, 316 North Park Avenue, Helena, Montana 59623 and be received by : P.M. local time on _____, at which time the bids will be publicly opened and read. No bid may be withdrawn after the scheduled time of the public opening of bids. The opening and reading of the bids will occur in Room 326 of the City-County Building, 316 North Park Avenue, Helena, Montana.

The proposed project includes reconstruction of the Kay McKenna Park Tennis Courts. The project includes the reconstruction of a 28,510-square foot tennis court, demolition of 669 linear feet of 12-foot high chain link fencing and construction of 673 linear feet of 12-foot high chain link fencing, demolition of 323 square feet of existing sidewalk, and construction of a 352 square feet of new concrete sidewalk, removal of 135 square feet of concrete stairs, and construction of a 53 square feet of new concrete stairs. Two bid schedules are included. Schedule A includes concrete tennis courts. Schedule B includes asphalt tennis courts. Concrete stairs along Getchell Street consists of 82 SF and is included as bid alternate 1.

Plans, specifications, and Instructions to Bidders are available at the City Engineer's Office in Room 417 of the City-County Building, 316 North Park Avenue, Helena, Montana.

A pre-bid conference for this project will be held on _____ at P.M. in Room 426 of the City-County Building, 316 North Park Avenue, Helena, Montana.

Each bidder shall expressly covenant in the bid that if the bidder is awarded the contract, the bidder will, within 30 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Each bid must be accompanied by bid security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Bid security provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond, constitutes compliance with this requirement. The bid security protects and indemnifies the City against the failure or refusal of the successful bidder to timely enter into the contract.

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

Authorized and approved by:

NAME , TITLE

DATE

PLEASE ADVERTISE ON: and

BID FORM

PROJECT:

Kay McKenna Park Tennis Court Improvements

City Project No. PR25004

THIS BID SUBMITTED TO:

Honorable Mayor and City Commission

City of Helena

316 North Park Avenue

Helena, Montana 59623

1. **THE UNDERSIGNED BIDDER** proposes and agrees that if this bid is accepted, Bidder will enter into the Agreement with the City in the form included in the bidding documents and to perform and furnish all work as specified or indicated in the bidding documents for the prices and within the number of calendar days indicated in the Agreement and in accordance with the other terms and conditions of the bidding documents.
2. Bidder has examined, understands, accepts, and abides by all of the terms and conditions of the Request For Bid and Instructions to Bidders. Bidder understands that the bids for a project involving road, street, or bridge construction, repair, or maintenance will not be accepted without the bidder's special fuel user's permit number being provided on Page 3.
3. Bidder expressly covenants that if Bidder is awarded the contract, Bidder will, after the bid is awarded and within the time specified in the Request For Bid, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. The bid must be accompanied by Bid Security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid, including alternates, if any. The Bid Security must be in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. The Bid Security is attached hereto as **Exhibit 1**.
4. This bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.
5. Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over City.

6. Bidder certifies that no official of the City, no consulting engineer or architect, or any member of such official's or consulting engineer's or architect's immediate family has direct or indirect interest in the pecuniary profits or contracts of the Bidder.
7. Bidder will complete the work in accordance with the Contract Documents for the price stated on the Bid Sheet attached hereto as **Exhibit 2**, based upon unit prices for estimated quantities. The Bidder will provide each unit price, which must be expressly stated on the Bid Sheet so it does not have to be calculated by the City by dividing the total of the unit prices by the number of estimated quantities.
8. Bidder acknowledges that estimated quantities set forth on the Bid Sheet are not guaranteed and are provided solely for the purpose of comparison of bids. The actual amount of work done and materials furnished may differ from such estimated quantities and the basis for final payment for all unit price bid items is the actual quantities provided per City's request. The successful bidder may not make a claim for anticipated profits or other damages on account of any difference between the amounts of work and material actually provided and the estimated amounts used on the Bid Sheet.
9. Bidder understands that the unit prices shall govern in checking the bid, and should a discrepancy exist in the total estimated price and total amount of unit prices bid as listed on the Bid Sheet after extensions are checked and corrections made, if any, the total amount of unit prices bid as corrected shall be used in awarding the contract.
10. Bidder certifies that Bidder is a responsible bidder and has the required qualifications and experience as submitted by Bidder on the Qualifications attached hereto as **Exhibit 3**.
11. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with the Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
12. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement.
13. Bidder certifies receipt of City's revisions or additions made subsequent to the advertised proposal, which are specifically acknowledged on Receipt of Addendum, attached hereto as **Exhibit 4**.
14. Bidder represents that the bid is genuine and not collusive or a sham and that bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding. Bidder further represents that Bidder has not sought by agreement or collusion, directly or indirectly, with any person, to fix the bid price of any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure any advantage against the City or any person interested in the proposed bid. Bidder affirms that all statements in this bid are true.

SUBMITTED on _____

Montana Contractor's Registration # _____

Employer's Tax ID # _____

Special Fuel Permit # _____

IF BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business Address: _____

Telephone # _____ FAX # _____

A Partnership: _____
(Partnership Name)

By: _____ (SEAL)
(Signature)

(Name typed or printed)

Business Address: _____

Telephone # _____ FAX # _____

A Corporation: _____ (SEAL)
(Corporation Name)

State of Incorporation: _____

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

By: _____
(Signature of Authorized Representative)

Print Name and Title: _____

Attest: _____ (Corporate Seal)
(Signature of Secretary)

Business Address: _____

Telephone # _____ FAX # _____

Date of Qualification To Do Business Is: _____

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____ (SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Telephone # _____ FAX # _____

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____(SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Telephone # _____ FAX # _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Telephone # _____ FAX # _____

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

Exhibit 1

Bid Security

Attached.

Exhibit 2

Bid Sheet

Attached.

Kay McKenna Park Tennis Court Improvements					
Schedule A					
Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Amount
1	Concrete Tennis Courts	1	LS		
Schedule A Total					
Schedule B					
Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Amount
1	Asphalt Tennis Courts	1	LS		
Schedule B Total					
Alternate 1					
Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Amount
1	East Side Stairs	1	LS		
Alternate 1 Total					

Selection will be based on either Bid Schedule A or Schedule B.

Exhibit 3

Qualifications

Section Not Used

Exhibit 4

Receipt Of Addendum

Bidder acknowledges receipt of the following addendum of revisions or additions:

Addendum Number	Date Issued	Authorized Signature For Each
1		
2		
3		
4		
5		

Exhibit B
Project Drawings and Plans

Exhibit C
Project Specifications

SECTION 32 1313.20

POST-TENSIONED CONCRETE FOR TENNIS COURTS

PART I GENERAL

1.0 SCOPE OF WORK

- A. The contract work to be performed under this section consists of furnishing all required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the construction of a five-inch (5") thick post-tensioned concrete slab.

1.01 QUALITY ASSURANCE

- A. Work is to be performed by contractor with a minimum of six (6) similar, successfully completed projects within the past two (2) years. Contractor will be a builder member of the American Sports Builders Association and will have a Certified Tennis Court Builder on staff. Contractor shall be a member of the Post-Tensioning Institute (PTI). Installing foreman shall be certified by the Post-Tensioning Institute (PTI) as a Level 1 installer and all work to be supervised by a PTI Certified Level 2 Inspector.
- B. To eliminate potential liabilities of construction, the contractor or subcontractor for the post-tension slab shall assure single-source responsibility by completing all work with his own forces (no part of the work to be subcontracted) to include fine grading, construction, tendon placing, concrete placement and tendon stressing.

1.02 REFERENCES

- A. ASTM A – 416 – Unbonded post-tensioning tendons
ASTM C – 95 – Portland Cement

1.03 SUBMITTAL

- A. Contractor to provide the following documentation.
 - 1. Concrete mix design
 - 2. Cable elongation records following final stress operations.

1.04 WARRANTY

- A. Contractor shall guaranty that all materials and workmanship incorporated into the project will be of new quality and free from defects, and that all work will be installed as specified and drawn, and in conformance with the project documents. Any material or workmanship found to be defective or out of specification will be replaced, at the sole cost of the contractor, for a period of one (1) year from date of acceptance.

PART 2 PRODUCTS

2.01 FINE GRADE MATERIALS

- A. Fine grading material to be a free draining, loosely compactable material, such as structural fill or crusher fines capable of a consistent uniform plane.

2.02 POLYETHYLENE SHEETING

- A. Site specific poly sheeting may be required for retarding vapor emissions or reduce friction for proper compression of post tensioned slab. One layer of 15-millimeter sheeting shall be installed and all seams shall be taped together.

2.03 TENSIONING CABLES AND ANCHORS

- A. Post-tensioning strands and anchorages shall conform to the "PTI Guide specifications for Post-Tensioning Materials."
The tensioning strands shall consist of one-half inch (1/2") diameter, 7-wire, stress relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi (270 Kips). Strands shall conform to ASTM-416. Cables shall be fabricated to proper length for each slab, coated with a permanent rust preventative lubricant and encased in plastic slippage sheathing 50 millimeters. All breaks in the sheathing shall be repaired with tape prior to concrete placement. A maximum of twelve inches (12") exposed strands is permitted at the dead-end anchor.
- B. A maximum horizontal deviation of +/- 6" at each cable is allowed, and a maximum vertical deviation of +/- 1/2" is allowed.

2.04 CONCRETE MIX DESIGN

- A. The concrete shall have a compressive strength of not less than 4000 PSI after twenty-eight (28) days. Ready-mixed concrete shall be mixed and delivered according to ASTM C-94 specifications for ready-mixed concrete with a five-inch (5") maximum slump. Mix design as follows: cement - type I/II, six sack unit weight - 142.3 lbs. per cubic foot, air entrainment - 6.0% (+/- 1%), water/cement ratio - 0.49 or less.

PART 3 EXECUTION

3.01 FINE GRADING

- A. From a prepared subgrade, fine grading will be accomplished with the use of laser-guided machinery, capable of providing a true plane to a tolerance of one-quarter (1/4") +/-). Average compacted depth of fine grade material to be approximately (2"). If required by the site, place a minimum of one layer of 15-millimeter sheeting on top of the fine grade material with all seams taped together with a minimum of (6") of overlap on each panel.

3.02 FORMING

- A. Forms shall be accurately set to the lines and to plus or minus one-quarter inch (1/4" +/-) of finished grades indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.

3.03 TENSIONING CABLES AND ANCHORS

- A. All cables shall be supported on chairs and loosely tied two inches (2") high at all intersections (too tightly tied, tendon friction will increase when tensioning) to prevent vertical and horizontal movement during concrete placement. Strands shall be placed as directed by engineer or at a minimum every 2'6" on center for lengths over 100' and 3'4" for lengths under 100' all within +/-6". Tendon spacing design to achieve a minimum of 125 P/A (pressure/area).
- B. The perimeter beam cross section is to be 12" x 12". Cable ends are to be anchored approximately (4") below surface of the slab. One continuous #4 rebar 60 grade longitudinally around the court beam directly inside the cable anchor on the top and if required a second continuous rebar on the bottom of the cables. Overlapping should be a minimum of 30 bar diameters.
- C. After forms are removed and the concrete has set to a minimum of 1,700 PSI, the "half stress" tensioning procedure may be applied to restrict movement and cracking.

Approximately one (1) week later when concrete has reached minimum strength of 2,700 PSI, each tendon may be final stressed to a maximum of 80% ultimate breaking strength and anchored at a minimum of seventy (70%) ultimate breaking strength.

Ultimate Breaking Strength	80%	70%
41,300 psi	33,000 psi	28,900 psi

- D. Cable elongation records shall be accurately kept by the contractors Certified PTI Inspector and provided to the owner.
- E. Measured elongation shall be compared to calculated elongation to assure specified tension. Cable elongation to be within +/- 10% of calculated elongation.
- F. Following confirmation of elongation, the cable ends shall be cut off and cone holes grouted flush with edge of slab. Grout shall be non-shrink grout.

3.04 CONCRETE PLACEMENT

- A. A full court shall be placed in one (1) continuous operation without intervening joints of any kind. The five inch (5") thick slab will be placed either with a laser-screed device capable of providing a surface tolerance to within +/- 1/4" when measured under a 10' straightedge or by using a mechanical screed capable of spanning a minimum of the width of a single court. Court slope will have a minimum of .83% to 1% maximum cross slope on one true plane with no grade breaks. Contractor to provide enough manpower to ensure the uniform distribution of concrete ahead of the screed and will not allow substantial build-up of concrete on leading edge of screed.
- B. Concrete to be placed in accordance with ACI specifications for Hot Weather and Cold Weather placement. Concrete reaching 90 minutes past batching time prior to placement will be rejected.

3.05 CONCRETE FINISHING

- A. Following dissipation of bleed water from surface of concrete, finishing operations can begin. Concrete to be finished by any means to provide for a planar surface, free from ridges and depressions. Concrete shall have a pan or a light to medium broom finish to achieve mechanical bond per acrylic coating manufacturers recommendations. Edges shall be finished with 1/2" radius edger.

3.06 CONCRETE CURING

- A. Immediately after finishing, the concrete shall be cured in accordance with acrylic coating manufacturers recommendations.

END OF SECTION 32 1313.20

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Advantage System Installation Guide



Advanced Polymer Technology (APT) has prepared this installation guide to aid in the application of the Laykold Advantage surfacing system. Any references to consumptions are approximate due to variations in site conditions and application techniques. Before starting any work, the applicator should thoroughly review this installation guide and all system component technical data sheets.

Mixing of Materials

Laykold Advantage system components are supplied in concentrated form. Each component must be mixed appropriately prior to installation. Mixing can be performed in a low-speed mixing tank or in a clean 55-gallon drum using a ½" (minimum) heavy-duty drill (7 amps minimum) fitted with a stainless-steel mixing blade/shaft (shaft 1/2" x 36" long; blade 8 ½" x 5"). Materials should be mixed at a low speed (400 - 600 rpm) taking care not to introduce air into the product. Mix until material is consistent in color and texture. The mixing ratio for each product is listed below:

Laykold Advantage Component	Maximum Dilution Material to Water	Silica Sand Requirements Mesh Size/#s per gallon of concentrated material
Epoxy Moisture Mitigation Primer	None	None
LM Bond-Kote	1 part to 5 parts	None
Laykold Deep Patch	None	See Technical Data Sheet
Laykold Acrylic Resurfacer*	1 part to 0.7 part	60-80 / 10-17 #s per gal.
Advantage Laykold**	4 parts to 1 part	Do not add sand
Laykold ColorCoat Concentrate-Finish Mix	1 part to 1 part	Do not add sand

- » Laykold NuSurf may be substituted in lieu of Acrylic Resurfacer and is recommended for use over new asphalt pavements, cushioned systems, and slip sheet crack repair systems. See NuSurf technical data sheet for mixing details.
- » Advantage Laykold may be diluted up to 3 parts to 1 parts water in hot temperatures.



Pot Life

The pot life is set at a temperature of 68°F. Pot life will vary with temperature.

Laykold Advantage Component	Pot Life
Epoxy Mixture Mitigation Primer	See Manufacturer's Guidelines

All other Advantage components are water-based acrylics. Excess material may be resealed and stored in a cool dry environment for future use. Shelf life is approximately 1 year.

Surface Preparation

A. New Concrete of Existing Concrete Substrates

1. Concrete must be shot blasted or hydro blasted to a CSP3 profile if Laykold Epoxy VTB is required. When using LM Bond-Kote as an adhesion promoter, concrete must have a minimum of a medium broom finish and acid etched if using LM-Bond-Kote as an adhesion promoter.
2. The workmanship of other contractors including the sub-base shall be level and compacted. The field dry density shall be a minimum of 95%. The concrete base must have a maximum deviation of ¼" below a 10-foot straight edge when measured in any random path.
3. New concrete shall be cured for a minimum of 30 days before proceeding.
4. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8" of water in depth after 20 minutes should be marked and leveled after the Laykold VTB Primer application. All cracking and construction joints should be filled with the correct sealant. This sealant should be designed for waterproofing or moisture mitigation. If using LM Bond-Kote, depression should be leveled before LM Bond-Kote application.
5. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues.
6. The polyethylene vapor barrier application shall be applied by additional contractors. The application of the barrier shall be installed preceding any cables or steel. The vapor barrier shall be applied at a minimum of two (2) 6-mil layers. Once the installation is completed do not allow any traffic (including vehicular) onto the surface.

B. New Asphalt Substrates

1. The workmanship of other contractors including the sub-base shall be level and compacted. The field dry density shall be a minimum of 95%. The asphalt base must have a maximum deviation of ¼" below a 10-foot straight edge when measured by any random path.
2. New asphalt shall be allowed to cure for a **minimum** of 14 days before proceeding.



3. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8" of water in depth after 30 minutes should be leveled with the approved product. All cracking should be filled with the correct sealant.
4. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues.

C. Previously Coated Asphalt Substrates

1. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8" of water in depth after 30 minutes should be leveled with the approved product. All cracking should be filled with the correct sealant.
2. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues.

Primer

Primer (for concrete substrates only): When installing the Laykold Advantage System over concrete, LM Bond-Kote must be applied as the first layer of the system. If applying a breathable system or RH tests less than 75%, LM Bond-Kote can be applied. LM Bond-Kote is mixed by diluting 1 part LM Bond-Kote with 5 parts portable water and mixing using a low-speed jiffy mixer (400 to 600 rpm) until uniform (3-5 minutes). Spread the mixed primer on the substrate using a 36" 55 durometer squeegee to achieve a total coverage of approximately 0.02 gal/yd² (0.09 kg/m² – 450ft²/gal). Allow to fully dry before proceeding.

If the concrete substrate tests with an RH of 75% or greater or a MVER (Anhydrous Calcium Chloride) or greater than 3 lbs/1000 ft²/24 hours, more cure time is required, or an epoxy moisture mitigation can be used. Manufacture's guidelines should be followed when applying the epoxy mitigation primer.

Note: Only use material that naturally flows out of the pail. Do not scrape, bang, or place pail upside down to force additional materials out of the pail.

FILLER COAT(S) (1-2 coats as needed)

Filler Coat(s): Apply one coat of Laykold Acrylic Resurfacer using a 24", 30" or 36" wide 70 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold Acrylic Resurfacer, 30 to 40 gallons (115-130 kg) of potable water, and 600 to 900 pounds (270-400 kg) of clean, bagged silica sand (60 to 80 mesh). The application rate shall be 0.05-0.07 gal/yd² (0.29-0.40 kg/m² - 129-180 ft²/gal) of undiluted Laykold Acrylic Resurfacer per coat.

Note: If the asphalt is very porous, an optional 2nd application of Laykold Acrylic Resurfacer may be applied. Each coat should be completely dry before applying subsequent coats. Laykold NuSurf is highly recommended for use on new asphalt pavements and/or older pavements that have experienced hairline surface cracking.



TEXTURED COLOR COATS (2-3 coats)

Laykold M3 – ITF Classification 3

Apply two coats of Advantage using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 30 gallons of Advantage and 7.5 gallons of potable water. The application rate shall be 0.06-0.07 gal/yd² (0.41-0.47 kg/m² - 130-150 ft²/gal) of undiluted Advantage per coat. Each layer should be completely dry before applying subsequent layers.

Allow the final topcoat (1-2 hours) to completely dry before the application of tape and game lines.

Laykold MF4 – ITF Classification 4

Apply two coats of Advantage using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 5 gallons of Advantage and 7.5 gallons of potable water. The application rate shall be 0.06-0.07 gal/yd² (0.41-0.47 kg/m² - 130-150 ft²/gal) of undiluted Advantage per coat.

Apply one coat of Colorcoat Concentrate using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons of Colorcoat Concentrate and 23 gallons of potable water. The application rate shall be 0.03-0.04 gal/yd² (0.17-0.23 kg/m² - 225-300 ft²/gal) of undiluted Colorcoat Concentrate per coat.

Allow the final topcoat to completely dry before the application of tape and game lines.

GAME LINES (1-2 coats as needed)

- A. Wait a minimum of 24 hours after final color coat before applying line paint.
- B. All lines are to be applied by painting between masking tape with a paintbrush or roller according to USA Pickleball. and ASBA. specifications.
- C. Prime masked lines with Laykold Line Prime and allow a minimum drying time of 1-hour.
- D. Apply 1 to 2 coats as needed of Laykold Textured White Line Paint with a brush or roller.
- E. Remove masking tape immediately after lines are dry.
- F. Allow lines to dry a minimum of 24 hours before allowing play on court.

COVERAGES

Actual coverage rates are dependent upon a variety of factors relative to the field application. The installer must assess the conditions prior to ordering material. Allowances must be made for waste in mixing, pouring, and field conditions.

LIMITATIONS

- A. Asphalt substrates shall be allowed to cure a **minimum** of 14 days and concrete substrates shall be allowed to cure a minimum of 30 days before application of any coatings. If time sensitive and/or high RH level is present, an epoxy moisture mitigation primer can be applied to 5-day old (minimum) concrete substrates according to manufacturer guidelines.



- B.** If an epoxy moisture mitigation primer is required, concrete substrate must be shot blasted, or hydro blasted to a CSP3 profile. Minimum requirements are a broom finish and acid etching, if using LM Bond-Kote as an adhesion promoter but shot blasting or hydro blasting is preferred.
- C.** The substrate shall be CLEAN and DRY before coatings are applied. The surface of the substrate shall be inspected and made sure to be free of grease, oil, dust, dirt, and other foreign matter before any coatings are applied.
- D.** Water used in all mixtures shall be fresh and potable.
- E.** No part of the surfacing system shall be applied during a rainfall, or when rainfall is imminent.
- F.** Do not apply coatings to a cold surface. Surface and air temperature must be a minimum of 50°F (10°C) and rising. A minimum temperature of 50°F must be maintained during the entire installation process to include 24-hours before and after the installation.
- G.** Shaded areas will be cooler with slower curing times. Special precautions should be taken to ensure all coatings cure sufficiently prior to application of additional coatings.
- H.** Do not apply coatings if extremely high humidity prevents drying.
- I.** No coatings are to be applied if surface temperatures exceed 130°F (54°C).
- J.** All materials shall be delivered to the job site in sealed containers with the manufacturer's label affixed.
- K.** Color(s) of acrylic color coating system is to be selected by owner from manufacturer's product color card(s).
- L.** If all the above conditions are met, surfacing materials shall have a (2) two-year limited warranty as supplied by the manufacturer.

Acrylic, all-weather pickleball systems are designed and used to visually enhance asphalt and concrete substrates while providing a desired surface texture, surface pace and/or speed of play. Laykold systems and system components may be used to level surface depressions, fill substrate cracking, smooth surface roughness and make other such adjustments to a new or existing surface/ substrate. However, acrylic all-weather pickleball systems are NOT capable of solving the problems and/or forces associated with cracked, deteriorating, or damaged substrates.

Please read all safety data sheets and technical data sheets before using any of the Laykold/Laykold Masters Primers. For complete and latest warranty and product information, please visit www.sportgroup.com/laykold

ADVANCED POLYMER TECHNOLOGY CORPORATION believes the information herein to be true, accurate and reliable. However, recommendations or suggestions are made without guarantee. Since conditions and disposal are beyond our control, ADVANCED POLYMER TECHNOLOGY CORPORATION disclaims any liability incurred in connection with the use of our products and information contained herein; no warranty, express or implied is given nor is freedom from any patent owned by ADVANCED POLYMER TECHNOLOGY CORPORATION or others to be inferred.

ColorCoat System Specification



PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope: This guideline specification covers the application of the Laykold ColorCoat system. Advanced Polymer Technology Corporation of Harmony, Pennsylvania, U.S.A provides technical data and guideline specifications only. Consult with a professional engineer or architect for a formal specification. The Laykold ColorCoat system is designed and used for the protection, beautification, and surface pace for a variety of all-weather athletic and recreational surfaces, including tennis courts, basketball courts, playgrounds, handball courts, paddle tennis courts, etc. Laykold products should only be applied to properly prepared concrete or asphalt substrates. The Laykold ColorCoat system is comprised of Laykold Acrylic Deep Patch, Laykold Acrylic Resurfacer, Laykold ColorCoat Concentrate, Laykold Line Prime and Laykold Textured White Line Paint. When applying the Laykold ColorCoat system to a concrete substrate, Laykold Epoxy VTB Primer ($\geq 75\%$ RH), or LM Bond-Kote (adhesion promoter), is required.
- B. Court Construction: Refer to the American Sports Builders Association (ASBA) manual Tennis Courts: A Construction & Maintenance Manual for court construction details. This publication may be obtained by calling the ASBA at 443-640-1042 or visiting www.sportsbuilders.org.

1.2 QUALITY ASSURANCE

- A. All tennis court surfacing materials shall be Laykold as manufactured by Advanced Polymer Technology (APT) of Harmony, PA, an ISO 9001 certified manufacturer. APT may be contacted via telephone 888-266-4221, fax 724-452-1703, or web site www.laykold.com
- B. All work shall be done in accordance with American Sports Builders Association (ASBA) guidelines.
- C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- D. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.

1.3 SUBMITTALS

- A. Submit one set of Advanced Polymer Technology's "Laykold ColorCoat System Specification".
- B. Submit system components Technical Data Sheets (TDS) and one Laykold Color Chart.
- C. Submit current Safety Data Sheets.
- D. Submit current ISO Quality Management System Certification certificate.
- E. Submit current ITF surface classification.



1.4 WORKING CONDITIONS & LIMITATIONS

- A. Concrete substrates shall be allowed to cure a minimum of 30 days before application of any coatings. If time sensitive and/or high RH level is present, Laykold Epoxy VTB Primer can be applied to 5-day old (minimum) concrete substrates according to coatings manufacturer guidelines.
- B. If Laykold Epoxy VTB is required. Concrete substrate must be shot blasted, or hydro blasted to a CSP3 profile. Refer to Laykold Guideline Installation for Concrete Surface Preparation.
- C. If using LM Bond-Kote, concrete substrate should be shot blasted, or hydro blasted to a CSP3 profile. **Minimum requirements are medium broom finish and acid etching, if using LM Bond-Kote as an adhesion promoter.**
- D. Asphalt substrates shall be allowed to cure a minimum of 14 days.
- E. The substrate shall be CLEAN and DRY before coatings are applied. The surface of the substrate shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before any coatings are applied.
- F. Water used in all mixtures shall be fresh and potable.
- G. No part of the surfacing system shall be applied during a rainfall, or when rainfall is imminent.
- H. Do not apply coatings to a cold surface. Surface and air temperatures must be a minimum of 50°F (10°C) and rising. A minimum temperature of 50°F must be maintained during the entire installation process to include 24-hours before and after the installation.
- I. Shaded areas will be cooler with slower curing times. Special precautions should be taken to ensure all coatings cure sufficiently prior to application of additional coatings.
- J. Do not apply coatings if extremely high humidity prevents drying.
- K. No coatings are to be applied if surface temperature exceeds 130°F (54°C).
- L. All materials shall be delivered to the job site in sealed containers with the manufacturer's label affixed.
- M. Color(s) of acrylic color coating system are to be selected by owner from manufacturer's product color card(s).
- N. If all the above conditions are met, surfacing materials shall have a one-year limited warranty as supplied by the manufacturer.

1.5 WARRANTY

Advanced Polymer Technology Corp. (APT) warrants, subject to limitations, exclusions, terms and conditions contained herein, that the material supplied by APT, and which is covered by this Warranty, will not fail due to defects for one (1) year. APT's maximum responsibility under this Limited Warranty shall be limited to the replacement of material in a quantity not in excess of the quantity of material furnished by APT in connection with the project. No salesman or other employee or agent of APT is authorized to bind



APT by any agreement, warranty, promise, or understanding not herein expressed.

This Limited Warranty is made and given in lieu of all other warranties and conditions, expressed or implied, statutory or otherwise, including but not limited to any warranties or conditions of merchantability, durability and of fitness for a particular purpose. Under no circumstances shall APT be liable or otherwise obligated for indirect, incidental, or consequential damages of any nature or kind whatsoever, including damages arising in contract, tort, product liability or otherwise.

PART 2 – PRODUCTS

2.1 LAYKOLD COLORCOAT SYSTEM MATERIALS

- A. All components of Laykold ColorCoat system shall be supplied by Advanced Polymer Technology, an ISO 9001 certified manufacturer. ColorCoat system components shall not contain any lead, mercury, nor any heavy metals, PCB, or formaldehyde.
- B. Laykold Epoxy VTB Primer (concrete substrates only). A two-component, 100% solids, solvent-free epoxy moisture mitigation primer. LM Bond-Kote (adhesion promoter) may be substituted where concrete's relative humidity, hydrostatic pressure, efflorescence, and staining are not a concern.
 - 1. Percent Solids by Weight 98% (minimum)
 - 2. Weight 9.01 lbs./gallon
- C. LM Bond-Kote (concrete substrates only). A one-component, PU/Acrylic hybrid emulsion used as a permeable concrete adhesion promoter. LM Bond-Kote is diluted 1 part LM Bond-Kote to 5 parts portable water and mixed until uniform.
 - 1. Percent Solids by weight: 48% (minimum)
 - 2. Weight: 8.9 lbs./gallon
- D. Laykold Acrylic Resurfacer. Acrylic-based emulsion used for smoothing rough pavements. 1 to 2-coats as needed. Laykold NuSurf is recommended for use on new asphalt pavements and is an acceptable substitute for Acrylic Resurfacer. Laykold NuSurf is not recommended on concrete substrates.
 - 1. Percent Solids by Weight 52% (minimum)
 - 2. Weight 10.68 lbs./gallon
- E. Laykold ColorCoat Concentrate textured batch mixture. Pigmented wear-resistant acrylic emulsion. 2-coats required. Advantage Laykold factory textured color or Laykold Colorflex textured batch mixture are acceptable substitutes. Laykold Colorflex is not recommended on concrete substrates.
 - 1. Percent Solids by Weight 49 % (minimum)
 - 2. Weight: 12.9 (+/- 3) lbs./gallon
- F. Optional Laykold ColorCoat Concentrate finish batch mixture. Pigmented wear-resistant acrylic emulsion. 1-coat. Laykold Colorflex finish batch mixture is an acceptable substitute. A finish coat will speed up the surface pace of the court. Laykold Colorflex is not recommended on concrete substrates.
 - 1. Percent Solids by Weight 49 % (minimum)
 - 2. Weight: 9.47-9.52 lbs./gallon



- G. Laykold Line Prime. Clear drying acrylic emulsion line primer. 1-coat required.
 - 1. Percent Solids by Weight 29%
 - 2. Weight: 8.9 lbs./gallon
- H. Laykold Textured White Line Paint. Factory textured, wear-resistant acrylic emulsion line marking paint. 1-2 coats as required.
 - 1. Percent Solids by Weight 67% (minimum)
 - 2. Weight: 11.4 lbs./gallon

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect concrete or asphalt substrates for dryness. Report any discrepancies to general contractor.
- B. Surface of substrate shall be cleaned by general contractor as required.
- C. Surfacing contractor to approve site and surface conditions prior to proceeding with application any coatings.

3.2 PREPARATION

- A. New Concrete or Existing Concrete Substrates
 - 1. Concrete must be shot blasted, or hydro blasted to a CSP3 profile if Laykold Epoxy VTB is required. When using LM Bond-Kote as an adhesion promoter, concrete must have a minimum of a medium broom finish and acid etched.
 - 2. The workmanship of other contractors including the sub-base shall be level and compacted. The field dry density shall be a minimum of 95%. The concrete base must have a maximum deviation of ¼" below a 10-foot straight edge when measured in any random path.
 - 1. New concrete shall be cured for a minimum of 30 days before proceeding.
 - 2. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8" of water in depth after 20 minutes should be marked and leveled after the Laykold VTB Primer application. All cracking and construction joints should be filled with the correct sealant. This sealant should be designed for waterproofing or moisture mitigation. If using LM Bond-Kote, depression should be leveled before LM Bond-Kote application.
 - 3. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues.
 - 4. The polyethylene vapor barrier application shall be applied by additional contractors. The application of the barrier shall be installed preceding any cables or steel. The vapor barrier shall be applied at a minimum of two (2) 6-mil layers. Once the installation is completed do not allow any traffic (including vehicular) onto the surface.



B. New Asphalt Substrates

1. The workmanship of other contractors including the sub-base shall be level and compacted. The field dry density shall be a minimum of 95%. The asphalt base must have a maximum deviation of ¼" below a 10-foot straight edge when measured by any random path.
2. New asphalt shall be allowed to cure for a **minimum** of 14 days before proceeding.
3. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8" of water in depth after 30 minutes should be leveled with the approved product. All cracking should be filled with the correct sealant.
4. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues.

C. Previously Coated Asphalt Substrates

1. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8" of water in depth after 30 minutes should be leveled with the approved product. All cracking should be filled with the correct sealant.
3. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues

3.3 INSTALLATION

- A. Primer (for concrete substrates only): When installing the Laykold ColorCoat system over concrete, LM Bond-Kote must be applied as the first layer of the system. If applying a breathable system or RH tests less than 75%, LM Bond-Kote can be applied. LM Bond-Kote is mixed by diluting 1 Part LM Bond-Kote with 5 Parts portable water and mixing using a low-speed jiffy mixer (400 to 600 rpm) until uniform (3-5 minutes). Spread the mixed primer on the substrate using a 36" 55 durometer squeegee to achieve a total coverage of approximately 0.02 gal/yd² (0.09 kg/m² - 450 ft²/gal). Allow to fully dry before proceeding.

If the concrete substrate tests with RH of 75% or greater or a MVER (Anhydrous Calcium Chloride) of greater than 3 lbs./1000 sqft/24 hours, more cure time is required or Laykold Epoxy VTB Primer can be used. Laykold Epoxy VTB is mixed by premixing the "A" for 1 minute, then pouring the "B" component into the "A" component and mixing using a low-speed jiffy mixer (400 to 600 rpm) for 2 minutes. Do not incorporate air when mixing. Spread Laykold Epoxy VTB on the substrate using a 36" 55 durometer squeegee and high-quality, 18" medium nap roller to achieve a total coverage of 0.12 gal/yd² or 75 ft²/gal. The working time for Laykold Epoxy VTB is approximately 40-50 minutes once on the ground and is reduced in high temperatures. Allow 8 to 10 hours drying time before proceeding.

Note: Only use material that naturally flows out of the pail. Do not scrape, bang, or place pail upside down to force additional materials out of the pail.

- B. Patching: Once the surface has been thoroughly cleaned and is free of all loose material, dirt, or dust, the court shall be flooded and allowed to drain a minimum of 30 minutes and a maximum of 1 hour. Any area that holds water (birdbaths) in a depth greater than 1/16 inch (1.6 mm or the thickness of a nickel) shall be outlined and patched.



1. Surface Leveling: Birdbaths shall be leveled using a Laykold Acrylic Deep Patch court patch binder slurry. Prime area to be patched with a 50/50 mixture of Laykold Acrylic Deep Patch and water. Primer shall be brushed into place and allowed to dry prior to patching. Patch mix shall consist of Laykold Acrylic Deep Patch, 50-mesh sand and Type 1 Portland Cement. Mix as per manufacturer directions.

Note: Laykold Poly Primer (Patch Mix) is an acceptable substitute for leveling materials.

2. Crack Filling: Cracks shall be cleaned, primed, and filled using Laykold Acrylic Resurfacer if cracks are 1/16 inch or less. If greater than 1/16 inch, Laykold Acrylic Deep Patch court patch binder slurry should be used to fill cracks. Mix as per manufacturer's directions.

Note: Laykold Crack Filler and Qualicaulk are acceptable substitutes for crack filling materials.

3. All areas that are repaired/leveled/corrected using a court patch binder mixture shall be allowed to fully cure and then ground smooth and level with the substrate by stone or an acceptable mechanical method.
- C. Filler Coat(s): Apply one coat of Laykold Acrylic Resurfacer using a 24", 30" or 36" wide 70 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold Acrylic Resurfacer, 30 to 40 gallons (115-130 kg) of potable water, and 600 to 900 pounds (270-400 kg) of clean, bagged silica sand (60 to 80 mesh). The application rate shall be 0.05-0.07 gal/yd² (0.29-0.40 kg/m² - 129-180 ft²/gal) of undiluted Laykold Acrylic Resurfacer per coat.

Note: If the asphalt is very porous, an optional 2nd application of Laykold Acrylic Resurfacer may be applied. Each coat should be completely dry before applying subsequent coats. Laykold Nusurf is an acceptable substitute for Laykold Acrylic Resurfacer and is highly recommended for use on new asphalt pavements, older asphalt pavements with hairline surface cracking, slip-sheet/free-floating surfaces and/or repair methods over cushioned courts.

- D. Textured Color Coats:

Laykold MS2 – ITF Classification 2

Apply two coats of Laykold ColorCoat Concentrate textured batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold ColorCoat Concentrate, 25 to 35 gallons (95-115 kg) of potable water and 300 to 450 pounds (135-203 kg) of clean, bagged silica sand (60 to 80 mesh). The application rate shall be 0.05-0.07 gal/yd² (0.29-0.40 kg/m² - 129-180 ft²/gal) of undiluted Laykold ColorCoat Concentrate per coat. Each coat should be completely dry before applying subsequent coats. Laykold ColorFlex is a highly recommended substitute for ColorCoat Concentrate on cushioned courts.

Laykold M3 – ITF Classification 3

Apply two coats of Laykold ColorCoat Concentrate textured batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold ColorCoat Concentrate, 25 to 35 gallons (95-115 kg) of potable water and 300 to 450 pounds (135-203 kg) of clean, bagged silica sand (80 to 100 mesh). The application rate shall be 0.04-0.05 gal/yd² (0.23-0.29 kg/m² - 180-225 ft²/gal) of undiluted Laykold ColorCoat Concentrate per coat. Each coat should be completely dry before applying subsequent coats. Laykold ColorFlex is a highly recommended substitute for ColorCoat Concentrate on cushioned courts.

Laykold MF4 – ITF Classification 4



Apply two coats of Laykold ColorCoat Concentrate textured batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold ColorCoat Concentrate, 25 to 35 gallons (95-115 kg) of potable water and 300 to 450 pounds (135-203 kg) of clean, bagged silica sand (80 to 100 mesh). The application rate shall be 0.04-0.05 gal/yd² (0.23-0.29 kg/m² - 180-225 ft²/gal) of undiluted Laykold ColorCoat Concentrate per coat.

Apply one coat of Laykold ColorCoat Concentrate finish batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold ColorCoat Concentrate and 55 gallons (210 kg) of potable water. The application rate shall be 0.03-0.04 gal/yd² (0.17-0.23 kg/m² - 225-300 ft²/gal) of undiluted Laykold ColorCoat Concentrate per coat.

Each coat should be completely dry before applying subsequent coats. Allow topcoat to cure a minimum of 24 hours before applying game lines.

- E. Optional Finish Color Coat: Apply one coat of Laykold ColorCoat Concentrate finish batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of ColorCoat Concentrate and 55 gallons (210 kg) of potable water. The application rate shall be 0.03-0.04 gal/yd² (0.17-0.23 kg/m² - 225-300 ft²/gal) of undiluted ColorCoat Concentrate per coat. Each coat should be completely dry before applying subsequent coats. Allow topcoat to cure a minimum of 24 hours before applying game lines. Laykold ColorFlex is a highly recommended substitute for ColorCoat Concentrate on cushioned courts. A finish coat WILL produce a faster surface pace.
- F. Game Lines:
 - 1. Wait a minimum of 24 hours after final color coat before applying line paint.
 - 2. All lines are to be applied by painting between masking tape with a paintbrush or roller according to U.S.T.A. and A.S.B.A. specifications.
 - 3. Prime masked lines with Laykold Line Prime and allow a minimum drying time of 1-hour.
 - 4. Apply 1 to 2 coats as needed of Laykold Textured White Line Paint with a brush or roller.
 - 5. Remove masking tape immediately after lines are dry.
 - 6. Allow lines to dry a minimum of 24 hours before allowing play on court.
- G. Remove all excess and waste materials from the area of work. Dispose of empty containers in accordance with federal and local statutes.

3.4 PROTECTION

- A. Cure Time. No traffic or other trades shall be allowed on the surface for a period of one week following completion to allow for complete and proper cure of the finish.
- B. Other Trades. It is the responsibility of the general contractor to protect the surface from damage by other trades before acceptance by the owner or the owner's authorized agent.
- C. Do not allow surrounding sprinkler systems to spray water on the newly applied court surface for a period of one week after completion.
- D. Do not place any benches, chairs, ball baskets, or any other type of court equipment on the newly applied court surface for a period of one week after completion.
- E. Do not allow black soled shoes, bicycles, rollerblades, etc. on the court surface. Black scuff marks cannot be removed!



Acrylic, all-weather tennis and athletic surfacing systems are designed and used to visually enhance asphalt and concrete substrates while providing a desired surface texture, surface pace and/or speed of play. Laykold systems and system components may be used to level surface depressions, fill substrate cracking, smooth surface roughness and make other such adjustments to a new or existing surface/substrate. However, acrylic all-weather tennis and athletic surfacing systems are NOT capable of solving the problems and/or forces associated with cracked, deteriorating, or damaged substrates.

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POLYMER
TECHNOLOGY

advpolytech.com

Please read all safety data sheets and technical data sheets before using any of the Laykold/Laykold Masters Primers.

For complete and latest warranty and product information, please visit www.sportgroup.com/laykold.

ADVANCED POLYMER TECHNOLOGY CORPORATION believes the information herein to be true, accurate and reliable. However, recommendations or suggestions are made without guarantee. Since conditions and disposal are beyond our control, ADVANCED POLYMER TECHNOLOGY CORPORATION disclaims any liability incurred in connection with the use of our products and information contained herein; no warranty, express or implied is given nor is freedom from any patent owned by ADVANCED POLYMER TECHNOLOGY CORPORATION or others to be inferred.

Rev 10 WAB 08.07.23

SECTION 03400

CHAIN LINK FENCE

PART I: GENERAL

1.01 SCOPE:

- A. The contract work to be performed under this section consist of furnishing all required labor, materials, equipment, implements, parts an accessories necessary for, or appurtenant to, the fencing of tennis courts in accordance with these specifications.

1.02 QUALITY ASSURANCE

- A. Work is to be performed by contractor with a minimum of six (6) similar, successfully completed projects within the past two (2) years. Contractor will be a builder member of the American Sports Builders Association and will have a Certified Tennis Court Builder on staff.

1.03 REFERENCES

- A. Refer to SECTION 32 1313.20 POST-TENSIONED CONCRETE FOR TENNIS COURTS for foundation requirements. See design drawings for specific foundation requirements.

1.04 SUBMITTALS

- A. Submit specifications on all materials to be used for the fencing project to be approved by the Owner.

1.05 WARRANTY

- A. Contractor shall guarantee that all materials and workmanship incorporated into the project will be of new quality and free from defects, and that all work will be installed as specified and drawn, and in conformance with the project documents. Any material or workmanship found to be defective or out of specification will be replaced, at the sole cost of the contractor, for a period of one (1) year from date of acceptance.

PART 2: PRODUCTS

2.01 FENCE HEIGHT

- A. The height of the fence shall be 12 feet from the finished grade of the tennis courts or as specified in the design drawings or the owner.

2.02 FENCE FABRIC

- A. Chain link fabric shall be 9-guage galvanized tennis court mesh (1 ¾" diamonds). The metal shall have a minimum break strength of 1,290 lbs per foot. Top and bottom selvage of the fabric shall be knuckled with (1 ¾") fabric mesh. Install fence per ASTM F969 and F3684.

2.03 METHOD OF MANUFACTURING FOR FENCE FRAMEWORK

- A. Pipe used for fence framework shall be SS40 cold rolled and radio frequency welded from steel conforming to ASTM F1043 Group IC.
- B. All gate post shall be two and seven-eighths inch outside diameter (2 7/8" OD) with a wall thickness of 0.154" and a weight of 3.65 lb/ft and a minimum yield strength of 30,000 psi.
- C. All line post shall be two and three-eighths inch outside diameter (2 3/8" OD). All terminal posts shall be two and seven-eighths inch outside diameter (2 7/8" OD).
- D. Top, middle and bottom rails shall be one and five-eighths inch outside diameter (1 5/8" OD).

2.04 ACCESSORIES

- A. Fabric Ties: 9-gauge coated steel tie wires to fasten fabric to framework. Tension wire shall be attached to fabric bottom with 9-gauge galvanized hot rings.
- B. Tension wire: 7-gauge coil spring tension wire.
- C. Tension Bands and Brace Bands: 2 7/8" regular type, pressed steel with nuts and bolts – non-beveled type.
- D. Eye Tops: 1 5/8" X 2 7/8" standard type, pressed steel
- E. Terminal Post Caps: 2 7/8" pressed steel
- F. Sleeves: 7" long, galvanized steel
- G. Tension Bars: 3/16" X 3/4" galvanized steel
- H. Line Rail Clamps: 1 5/8" X 2 7/8" for middle and bottom rail
- I. Rail Ends: 1 5/8" pressed steel
- J. All fittings to be polyvinyl chloride coated

2.05 GATES

- A. Construct gate frames with one and five-eighths inch outside diameter (1 5/8" OD) rail material with welded corners. Provide fabric filler same as used in fence and use heavy duty galvanized hardware with lockable latches. Construction gates shall be polyvinyl chloride coated.

2.06 CONCRETE MIX DESIGN

- A. The concrete shall have a compressive strength of not less than 4000 psi after twenty-eight (28) days. Ready-mixed concrete shall be mixed and delivered according to ASTM C-94 specifications for ready-mixed concrete with a five-inch (5") maximum slump. Mix design as follows: cement – type I/II, six sack unit weight – 142.3 lbs. per cubic foot, air entrainment – 6.0% (+/- 1%), water/cement ratio 0.49 or less.

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. The complete fence shall be plumb, both in line and transverse to the fence, straight and rigid with fabric tightly stretched and held firmly in place. Details of construction not specified shall be performed in keeping with standard good fencing practices. Bottom of chain link shall hang one inch (1.0" +/-) from top of court surface.

3.02 FENCE POSTS

- A. All fence posts shall not be more than eight feet (8') apart and set in concrete foundations a minimum of 42" deep and no less than 12" in diameter.

3.03 RAILS

- A. Install rails as shown on the drawings. Set rails as nearly parallel to the finished grade as possible and at the specific height of fence.

3.04 FABRIC

- A. Fabric to be stretched taught to where there is no movement in the mesh when compressed and installed on court side of fence posts. Top rail and bottom rail ties to be 12" on center. Post ties are to be 12" on center. Provide a minimum of six (6) ties for every eight feet (8') of rail and one (1) tie to each foot of post height. Ties for bottom tension wire shall be made with 9-gauge galvanized hog rings shall be spaced apart with six (6) rings per eight feet (10') of tension wire.

3.06 GATES

- A. Gates shall hang plumb and true and swing easily in either direction with no interference. Install with lockable fork latches.

END OF SECTION

Exhibit D
City Supplied Materials

CITY SUPPLIED MATERIALS

There are no City supplied materials on this project. Infrastructure already in place is noted on the plans.

Exhibit E
Insurance Certificates

Exhibit F
Bond Certificates

PAYMENT BOND

(Insert full legal name and address of Contractor)

as Principal, hereinafter called CONTRACTOR, and:

(Insert full legal name and address of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto:

**City of Helena
316 North Park Avenue
Helena, MT 59623**

as Obligee, hereinafter called CITY, for the use and benefit of claimants as hereinbelow defined in the amount of:

_____(Dollars) (\$_____)

for the payment, whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has, by written agreement dated _____ 20____, entered into a contract with CITY for:

(Insert project name)

in accordance with drawings and specification prepared by:

(Insert company name)

which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Agreement, and any duly authorized modifications that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of CONTRACTOR as defined by Title 18, Chapter 2, Part 2,**

MCA, for labor, materials, or both, used or reasonably required for use in the performance of the Agreement; labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement.

2. The above named CONTRACTOR and SURETY hereby jointly and severally agree with CITY that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant in the name of CITY, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that CITY shall not be liable for the payment of any costs or expenses of any such suit.
3. A claimant may only commence a suit or action:
 - a. If the claimant has complied with applicable state laws; and
 - b. In District Court located in and for Lewis & Clark County, Montana, in Helena Municipal Court, if applicable, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.
4. Special exceptions: _____

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

IN WITNESS WHEREOF, this instrument is executed in _____ (____) counterparts, each one
(number)

of which shall be deemed an original, this the _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL:

Company Name

By: _____ (Seal)
Signature

Printed Name

Title

Attest: _____
Signature

Title

SURETY:

Surety Name and Corporate Seal (Seal)

By: _____
Signature Attorney-in-Fact

Printed Name
(Attach Power of Attorney)

Attest: _____
Signature

Title

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute Bond.

PERFORMANCE BOND

(Insert full legal name and address of Contractor)

as Principal, hereinafter called CONTRACTOR, and:

(Insert full legal name and address of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto:

City of Helena
316 North Park Avenue
Helena, MT 59623

as Obligee, hereinafter called CITY, in the amount of:

_____(Dollars) (\$_____)

for the payment, whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, CONTRACTOR has, by written agreement dated _____ 20____, entered into a contract with CITY for:

(Insert project name)

in accordance with drawings and specifications prepared by:

(Insert company name)

which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect. As a minimum, this obligation shall remain in full force and effect beyond the completion of all work to include the correction period as specified in the Contract Documents.

The SURETY hereby waives notice of any alteration or extension of time made by CITY.

Whenever CONTRACTOR shall be, and declared by CITY to be, in default under the Agreement, CITY having performed CITY's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if CITY elects, upon determination by CITY and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Agreement and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than CITY named herein or the heirs, executors, administrators, or successors of CITY.

IN WITNESS WHEREOF, this instrument is executed in _____ (____) counterparts, each one
(number)

of which shall be deemed an original, this the _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL:

SURETY:

Company Name

Surety Name and Corporate Seal (Seal)

By: _____ (Seal)
Signature

By: _____
Signature Attorney-in-Fact

Printed Name

Printed Name
(Attach Power of Attorney)

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute Bond.

Exhibit G
Applicable Prevailing Wages

MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2025

Effective: January 11, 2025

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(b), states “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’”

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”.

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.”*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are *“...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”*

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$35.30	\$34.00

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

Travel and Per Diem:

No travel or per diem established.

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$32.32	\$16.78

Travel:

0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

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CARPENTERS

Wage	Benefit
\$36.49	\$17.45

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$38.54	\$17.04

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:

0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$31.51	\$15.73

Per Diem:
0-75 mi free zone
>75 mi \$70/day

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$32.88	\$15.15

Per Diem:
0-75 mi free zone
>75 mi \$70/day

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batchers; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed;
Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway
Highline; Concrete Batch Plant; Concrete Curing Machine;
Concrete Pump; Cranes, Creter; Cranes, Electric Overhead;
Cranes, 24 tons and under; Curb Machine\Slip Form Paver;
Finish Dozer; Front-End Loader, over 5 cu. yds;
Mechanic\Welder; Pioneer Dozer; Roller Asphalt
(Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single,
Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck,
Articulating Trucks, Vac Truck.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl.
44 tons; Crusher Operator; Finish Motor Patrol; Finish
Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$40.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley
(All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$42.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$23.08	\$11.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$26.15	\$13.44

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$13.44

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.82

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

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DIVERS

Stand-By	No Rate Established
Diving	No Rate Established

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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DIVER TENDERS

No Rate Established

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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Zone Pay:

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

ELECTRICIANS

Wage	Benefit
\$38.86	\$17.84

Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone

>18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

No Rate Established

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$45.00/day

>60 mi. \$130.00/day plus

- \$0.56/mi. if transportation is not provided.

- \$0.20/mi. if in company vehicle.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage \$34.83	Benefit \$28.07	Travel: All Districts 0-45 mi. free zone >45-85 mi. \$100.00/day >85 mi. \$150.00/day
Duties Include: Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.		
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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage \$34.83	Benefit \$28.07	Travel: All Districts 0-45 mi. free zone >45-85 mi. \$100.00/day >85 mi. \$150.00/day
Duties Include: Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.		

LINE CONSTRUCTION – EQUIPMENT OPERATORS

No Rate Established	Travel: No Free Zone \$60.00/day
Duties Include: All work on substations	
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LINE CONSTRUCTION – GROUNDMAN

Wage \$29.09	Benefit \$8.36	Travel: No Free Zone \$60.00/day
Duties Include: All work on substations		
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LINE CONSTRUCTION – LINEMAN

Wage \$52.11	Benefit \$18.75	Travel: No Free Zone \$60.00/day
Duties Include: All work on substations		
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MILLWRIGHTS

Wage
\$45.26

Benefit
\$21.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS

Wage
\$25.00

Benefit
No Rate Established

Travel and Per Diem:
No travel or per diem established.

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PILE BUCKS

Wage
\$36.49

Benefit
\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage
\$45.60

Benefit
\$21.26

Travel:
District 4
0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$110.00/day.

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

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SPRINKLER FITTERS

No Rate Established

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

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Travel

The following travel allowance is applicable when traveling in employee's vehicle.

0-60 mi. free zone
>60-80 mi. \$23.00/day
>80-100 mi. \$33.00/day
>100 mi. \$125.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.
>100 mi. \$125.00/day

TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benefit
Truck Driver	\$31.28	\$9.37

Truck drivers include but are not limited to:

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

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Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$.485/hr.

Special Provision:

Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.