

W.O. 19-42, West End Water Treatment Plant Project
Standard Agreement and General Conditions
Between Owner and General Contractor/Construction Manager (GC/CM)

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ARTICLE 1 AGREEMENT

This Agreement is made this _____ day of _____ in the year _____, by and between

OWNER: City of Billings

and the

GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM): Dick Anderson Construction, Inc.

for construction and services in connection with the following

PROJECT: W.O. 19-42, West End Water Treatment Plant Project

Engineer is Burns & McDonnell Engineering Company, Inc.

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 GC/CM represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither GC/CM nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.



2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Suppliers, or Others to secure preferential treatment.

2.3 ENGINEER Owner, through its Engineer, shall provide all engineering design and construction administration services necessary for the completion of the Work excluding, however, (a) design services delegated to GC/CM in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by GC/CM, its Subcontractors, and Subcontractors in connection with their construction operations.

2.4 Owner shall obtain from Engineer either a license for GC/CM and Subcontractors to use the design documents prepared by Engineer or ownership of the copyrights for such design documents, and shall indemnify and hold harmless GC/CM against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 Execution of this Agreement does not guarantee Work will be performed outside of the GC/GM Preconstruction Services Contract: W.O. 19-42, West End Water Treatment Plant Project and the portion of Work included in this Agreement under ARTICLE 16. At a minimum, the Parties must agree to GMP(s) for additional portions of Work or for the entire Project as executed through Amendments to this Agreement. No Work beyond what is included in the Preconstruction Services Contract or in this Agreement shall commence without an Amendment to this Agreement or an authorized change according to ARTICLE 9.

2.6 DEFINITIONS

2.6.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and GC/CM, as modified, and exhibits and attachments made part of this Agreement upon its execution.

2.6.1.1 The following exhibits are a part of this Agreement:

- EXHIBIT A: 90% Drawings and Specifications, City of Billings W.O. 19-42 West End Water Treatment Plant, October 2023
- EXHIBIT B: Allowances, December 19, 2023; 2 pages
- EXHIBIT C: Assumptions and Calculations on which the GMP is based, December 19, 2023; 6 pages
- EXHIBIT D: Construction Schedule, December 19, 2023; 4 pages
- EXHIBIT E: Key GC/CM Personnel, Subcontractors and Suppliers, December 19, 2023; 1 page
- EXHIBIT F: Bidding Question and Answer Log, December 19, 2023; 14 pages

2.6.1.2 References made within this Agreement to the following are a part of this Agreement:

- GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, 56 pages
- Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010
- City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021

2.6.2 "Business Day" means all Days, except weekends and official holidays where the Project is located.



2.6.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by GC/CM and accepted by Owner.

2.6.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.6.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.6.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.6.7 The "General Contractor/Construction Manager (GC/CM) is the person or entity identified in ARTICLE 1 and includes GC/CM's Representative.

2.6.8 "Date of Commencement" is as set forth in §6.1.

2.6.9 "Day" means a calendar day.

2.6.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.6.11 "Engineer" means the licensed engineer, and its consultants, retained by Owner to perform design and construction administration services for the Project.

2.6.12 "Final Completion" occurs on the date when GC/CM's obligations under this Agreement are complete and accepted by the Engineer and Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.6.13 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.6.14 "Interim Directive" is a written order containing change to the Work directed by the Engineer and Owner pursuant to §9.2 and that is signed by the Engineer and Owner after execution of this Agreement and before Substantial Completion.

2.6.15 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which GC/CM must comply that are enacted as of the Agreement date.

2.6.16 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.6.17 "Owner" is the person or entity identified in ARTICLE 1.

2.6.18 The "Parties" are collectively Owner and GC/CM.



2.6.19 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which GC/CM is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.6.20 "Subcontractor" is a person or entity retained by GC/CM as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Engineer or Others.

2.6.21 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond GC/CM's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Engineer and Parties.

2.6.22 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.6.23 "Work" means the construction and administrative and management services necessary or incidental to fulfill GC/CM's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if Work is also being performed by Owner or Others.

2.6.24 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

2.6.25 "Written Approval" includes hard copy letters, electronic letters submitted by email, or emails including the approval in the body of the email.

ARTICLE 3 GC/CM'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 GC/CM shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.

3.1.2 GC/CM represents that it is an independent contractor and that it is familiar with the type of Work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, GC/CM shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, GC/CM is not liable to Owner for damages resulting from compliance with such instructions, unless (a) GC/CM recognized and (b) failed to timely report to Engineer and Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.



3.1.4 GC/CM shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 GC/CM shall provide competent supervision for the performance of the Work. Before commencing the Work, GC/CM shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and Project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, GC/CM shall name a different superintendent for Owner's review.

3.2.2 GC/CM shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of GC/CM or any of its Subcontractors.

3.2.3 GC/CM shall permit only fit and skilled persons to perform the Work. GC/CM shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures or is unfit or unskilled for the assigned Work, GC/CM shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 GC/CM'S REPRESENTATIVE GC/CM's authorized representative is Aaron Byron for Preconstruction and Construction services. GC/CM's Representative shall possess full authority to receive instructions from Engineer and Owner and to act on those instructions. If GC/CM changes its representative or their authority, GC/CM shall immediately notify Engineer and Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in GC/CM's Work and are part of this Agreement in accordance with GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

3.4 GUARANTEED MAXIMUM PRICE (GMP) Requirements for the GMP under this section are included in the GC/CM's Work and are part of this Agreement in accordance with GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

3.4.1 Allowances included in the GMP and described in EXHIBIT B shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. GC/CM overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.2 All savings in the Cost of the Work, Indirect Costs (including General Conditions Costs) and GC/CM Contingency resulting in a lower actual project cost than the GMP will be shared between GC/CM and Billings with 20% of such savings to the GC/CM and 80% to Billings. All unused allowances (EXHIBIT B) will revert to Billings.

3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.



3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with GC/CM and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.6.3 With regard to the work of Owner and Others, GC/CM shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate GC/CM's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, GC/CM shall give Engineer and Owner prompt, written notification of any defects GC/CM discovers in their Work which will prevent the proper execution of the Work. GC/CM's obligations in this subsection do not create a responsibility for the work of Owner or Others but are for the purpose of facilitating the Work. If GC/CM does not notify Engineer and Owner of defects interfering with the performance of the Work, GC/CM acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from GC/CM of defects, Engineer and Owner shall promptly issue an Interim Directive informing GC/CM what action, if any, GC/CM shall take with regard to the defects.

3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.7.1 Before commencing the Work, GC/CM shall examine and compare the drawings and specifications with information furnished by Engineer and Owner that are considered Contract Documents, relevant field measurements made by GC/CM, and any visible conditions at the Worksite affecting the Work.

3.7.2 Should GC/CM discover any errors, omissions, or inconsistencies in the Contract Documents, GC/CM shall promptly report them to Owner. It is recognized, however, that GC/CM is not acting in the capacity of a licensed design professional, and that GC/CM's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from GC/CM of defects, Owner shall promptly inform GC/CM what action, if any, GC/CM shall take with regard to the defect.

3.7.3 GC/CM shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless GC/CM knowingly fails to report a recognized problem to Owner.

3.7.4 GC/CM may be entitled to additional costs or time because of clarifications or instructions growing out of GC/CM's reports described in this §3.7.



3.7.5 Nothing in §3.7 shall relieve GC/CM of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 COST REPORTING GC/CM shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. GC/CM shall maintain a complete set of all books and records prepared or used by GC/CM with respect to the Project. Engineer and Owner shall be afforded access to all of GC/CM's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. GC/CM shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.7.6.1 GC/CM agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of GC/CM to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of GC/CM shall be the responsibility of GC/CM and may be deducted from any amounts due or to become due GC/CM. Any defects discovered in such materials or equipment shall be reported at once to Engineer and Owner. Following receipt of written notice from GC/CM of defects, Engineer and Owner shall promptly inform GC/CM what action, if any, GC/CM shall take with regard to the defects.

3.9 TESTS AND INSPECTIONS

3.9.1 GC/CM shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. GC/CM shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, Engineer, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by GC/CM and promptly delivered to Engineer and Owner.

3.9.2 If Engineer, Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, GC/CM shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of GC/CM, GC/CM shall be responsible for costs of correction and retesting.

3.10 WARRANTY

3.10.1 GC/CM warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request,



GC/CM shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. GC/CM further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. GC/CM's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. GC/CM's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, GC/CM's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.10.4 GC/CM shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. GC/CM's liability for such warranties shall be limited to the two-year correction period referred to in the section immediately below. After that period GC/CM shall provide reasonable assistance to Engineer and Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN TWO YEARS

3.11.1 If before Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify GC/CM in writing. Unless Owner provides written acceptance of the condition, GC/CM shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period Owner discovers and does not promptly notify GC/CM or give GC/CM an opportunity to test or correct Defective Work as reasonably requested by GC/CM, Owner waives GC/CM's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective Work performed by GC/CM.

3.11.3 If GC/CM fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due GC/CM. If payments then or thereafter due GC/CM are not sufficient to cover such amounts, GC/CM shall pay the difference to Owner.

3.11.4 GC/CM's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify GC/CM and allow GC/CM an opportunity to correct the Work if GC/CM elects to do so. If GC/CM elects to correct the Work it shall provide written notice of such intent within fourteen (14)



Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If GC/CM does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from GC/CM, Owner shall promptly provide GC/CM with an accounting of the actual correction costs.

3.11.5 If GC/CM's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing building, GC/CM shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of GC/CM's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with GC/CM's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Engineer's and Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, GC/CM shall pay the costs of uncovering and replacement.

3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Engineer's and Owner's observation and recover the Work all at GC/CM's expense. In this circumstance the Work shall be replaced at GC/CM's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS GC/CM holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. GC/CM shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.13.2 GC/CM'S SAFETY REPRESENTATIVE GC/CM shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by GC/CM in writing to Owner, GC/CM's Project superintendent shall serve as its safety representative. GC/CM shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When GC/CM is required to file an accident report with a public authority, GC/CM shall furnish a copy of the report to Engineer and Owner.

3.13.3 GC/CM shall provide Owner with copies of all notices required of GC/CM by the Law. GC/CM's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of GC/CM, or anyone for whose acts GC/CM may be liable, shall be promptly remedied by GC/CM.



3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for GC/CM's safety program, may require by Interim Directive GC/CM to stop performance of the Work, take corrective measures satisfactory to Engineer and Owner, or both. If GC/CM does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. GC/CM agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on GC/CM's compliance with Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, GC/CM shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 GC/CM shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, GC/CM shall be entitled to immediately stop Work in the affected area. GC/CM shall promptly report the condition to Owner, Engineer, and, if required, the governmental agency with jurisdiction.

3.15.3 GC/CM shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If GC/CM incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, GC/CM may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of GC/CM, its Subcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless GC/CM, its Subcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by GC/CM,



Subcontractors, Owner or Others, shall be maintained at the Worksite by GC/CM and made available to Owner, Subcontractors, and Others.

3.15.7.2 GC/CM shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by GC/CM in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by GC/CM if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of GC/CM, its agents, officers, directors, and employees, the indemnity requirements of §11.1 shall apply in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by GC/CM

3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.16 SUBMITTALS

3.16.1 GC/CM shall submit to Owner and Engineer all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form. GC/CM shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, GC/CM shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner, Engineer and Others. GC/CM's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any GC/CM submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Engineer and Owner. Neither Engineer nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to GC/CM. If the Contract Documents do not contain submittal requirements pertaining to the Work, GC/CM agrees upon request to submit in a timely fashion to Engineer and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Engineer and Owner.

3.16.2 Engineer shall be responsible for review and approval of submittals with reasonable promptness or as may otherwise be defined in the Contract Documents. GC/CM shall identify to the Engineer any submittals requiring quick turnaround to meet Schedule.

3.16.3 GC/CM shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed Work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve GC/CM from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Engineer and Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.



3.16.5 GC/CM shall prepare and submit to Engineer and Owner:

Final marked-up as-built drawings prior to release of retainage;
Updated electronic data, in accordance with §4.6.1;
Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.17 DESIGN DELEGATION If the Contract Documents require GC/CM to specify that GC/CM is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall, through Engineer, specify all required performance and design criteria. GC/CM shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, GC/CM shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of GC/CM's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by GC/CM's Engineer.

3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT GC/CM acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, GC/CM shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Engineer. Engineer and Owner shall investigate and then Owner shall issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how GC/CM is to proceed. GC/CM shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 GC/CM shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. GC/CM shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 GC/CM shall pay applicable taxes for the Work provided by GC/CM.

3.19.3 If, in accordance with Owner's direction, GC/CM claims an exemption for taxes, the indemnity requirements of §11.1 shall apply in connection with any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by GC/CM as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING



3.20.1 GC/CM shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Engineer or Owner. Such approval shall not be unreasonably withheld.

3.21 CLEAN UP

3.21.1 GC/CM shall regularly remove debris and waste materials at the Worksite including sweeping pavement resulting from the Work. Before discontinuing Work in an area, GC/CM shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. GC/CM shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, GC/CM shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If GC/CM fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to GC/CM in the next payment period.

3.22 ACCESS TO WORK GC/CM shall facilitate the access of Owner, its Engineer, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS GC/CM shall comply with all the Law at its own cost. GC/CM shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by GC/CM, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.24 CONFIDENTIALITY GC/CM shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to GC/CM or which GC/CM may acquire in performing the Work. To the extent necessary to perform the Work, GC/CM's confidentiality obligations do not apply to disclosures to Subcontractors, and Suppliers. Owner shall Treat as Confidential information all of GC/CM's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of GC/CM, Owner shall provide GC/CM with evidence of Project financing. Evidence of such financing



shall be a condition precedent to GC/CM's commencing or continuing the Work. GC/CM shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide GC/CM the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by GC/CM which are required for GC/CM's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of GC/CM pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving GC/CM's written request, Owner shall provide GC/CM with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies and an electronic copy of the Contract Documents to GC/CM without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Engineer, and GC/CM exchange documents and data in electronic or digital form, before any such exchange, Owner, Engineer, and GC/CM shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Project representative is Randy Straus. Owner's Project representative shall be fully acquainted with the Project and shall receive required notices pertaining to the subject matter of this Agreement. This Agreement shall only be amended, modified or changed in writing and executed by Authorized representatives of the Parties and with the same formality as this Agreement was executed. Billings City Council or another Authorized designee are the only Authorized representatives of the Owner. If Owner changes its Authorized representative or the representative's



Authority, Owner shall immediately notify GC/CM in writing. Any attempt to amend, modify or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the work by Owner or Others shall be done with the prior written approval of GC/CM, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between GC/CM and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to GC/CM, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If GC/CM incurs costs or is delayed due to such loss or damage, GC/CM may seek an equitable adjustment in the GMP, estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Requirements for Subcontractors and Major Supplier Selection are included in the GC/CM's Work and are part of this Agreement in accordance with GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

5.2 BINDING OF SUBCONTRACTORS AND SUPPLIERS GC/CM agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by GC/CM to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to ARTICLE 12; (b) Owner accepts such assignment after termination by notifying the GC/CM and Subcontractor or GC/CM and Supplier in writing; and (c) Owner assumes all rights and obligations of GC/CM pursuant to each subcontract or supply agreement.

5.3.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Based on a Work Notice to Proceed date of January 16, 2024, the Date of Substantial Completion is established as February 1, 2027, and the Date of Final Completion is established as April 30, 2027. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.



6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, GC/CM shall not knowingly commence the Work before the effective date of GC/CM's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 In accordance with GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, GC/CM shall submit to Engineer and Owner a Schedule of the Work showing the dates on which GC/CM plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Engineer and Owner. Except as otherwise directed by Owner, GC/CM shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. GC/CM shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved Project schedule. Owner may require GC/CM to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If GC/CM consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, GC/CM may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If GC/CM is delayed at any time in the commencement or progress of the Work by any cause beyond the control of GC/CM, GC/CM shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of GC/CM include, but are not limited to, the following: (a) acts or omissions of Owner, Engineer, or Others; (b) changes in the Work or the sequencing of the Work ordered by Engineer and Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under ARTICLE 12 and ARTICLE 13; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving GC/CM; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. GC/CM shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if GC/CM incurs additional costs as a result of a delay that is caused by items (a) through (m) immediately above, GC/CM, in consideration of all other terms of this Contract, shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, GC/CM shall provide prompt written notice to Owner of the cause of such delays after GC/CM first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If GC/CM requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, GC/CM shall give



Owner written notice of the claim in accordance with §9.4. If GC/CM causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against GC/CM in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, GC/CM shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. GC/CM will provide written reports to Engineer and Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION Liquidated damages based on the Substantial Completion date shall apply.

6.6.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. GC/CM shall pay Owner One Thousand Five Hundred Dollars per Day (\$1,500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

6.6.2 FINAL COMPLETION Liquidated damages based on the Final Completion date shall apply.

6.6.2.1 Owner will suffer damages which are difficult to determine and accurately specify if the Final Completion date, as may be amended by subsequent Change Order, is not attained. GC/CM shall pay Owner One Thousand Five Hundred Dollars per Day (\$1,500.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Final Completion date. These liquidated damages are in lieu of all liability for any extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining Final Completion date.

6.6.3 Other applicable liquidated damages shall be included as an Agreement exhibit.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. GC/CM agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: [_____].

6.7.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.



ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate GC/CM for Work performed as described in ARTICLE 16 SCOPE OF WORK according to GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

7.2 The GC/CM's GMP as determined according to GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023 for the Work described in ARTICLE 16 is Sixty Eight Million One Hundred Ninety Eight Thousand Seven Hundred Thirty Four and NO/100 Dollars (\$68,198,734).

7.3 The compensation to be paid for all subsequent Work shall be limited to subsequent GMP(s) as determined according to GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, as established in an Amendment, and/or as the GMP may be adjusted under ARTICLE 9.

7.4 Payment for Work performed shall be as set forth in ARTICLE 10.

7.5 FEE ADJUSTMENTS:

7.5.1 except as provided for in §6.3, delays in the Work not caused by GC/CM shall adjust GMP to compensate for increased expenses as provided for in ARTICLE 9; and

7.5.2 managing the replacement of an insured or uninsured loss shall increase GMP in the same proportion that GMP bears to the estimated Cost of the Work for the replacement.

ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay GC/CM for the Cost of the Work as outlined in GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

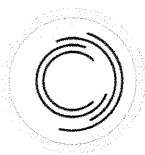
ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 GC/CM may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.



9.1.3 NO OBLIGATION TO PERFORM GC/CM shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with GC/CM on the adjustment, if any, in the GMP, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion, or directing GC/CM to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed Work is within the scope of the Work, GC/CM shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed Work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, GC/CM shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay GC/CM fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed Work was within the scope of the Work. GC/CM's receipt of payment for the disputed Work does not prejudice its right to receive full payment for the disputed Work should it be determined that the disputed Work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, GC/CM shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.



9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, GC/CM shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after GC/CM first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of GC/CM's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, GC/CM shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct GC/CM to perform incidental changes in the Work, upon concurrence with GC/CM that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written Field Order to GC/CM. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES GC/CM shall prepare and submit to Owner a schedule of values apportioned to the various divisions or phases of the Work as outlined in GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS GC/CM shall submit to Engineer and Owner a monthly application for payment for the preceding calendar month on the Owner's standard form. GC/CM's applications for payment shall be itemized and supported by GC/CM's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the undisputed amounts otherwise due on any payment application no later than thirty-five (35) Days after accepting such application with the Engineer's recommendation. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by GC/CM of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, GC/CM shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed



Work. Such waivers shall be conditional upon payment. In no event shall GC/CM be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, GC/CM shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If GC/CM fails to take such action on a lien, Owner may cause the lien to be removed at GC/CM's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain five percent (5%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.2 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted.

10.3 ADJUSTMENT OF GC/CM'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that GC/CM is responsible under this Agreement:

10.3.1 GC/CM's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by GC/CM to Owner or others to whom Owner may be liable;

10.3.3 GC/CM's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to GC/CM in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving GC/CM or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until GC/CM furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to GC/CM, at the time of disapproving or nullifying all or part of an application for payment, stating its



specific reasons for such disapproval or nullification, and the remedial actions to be taken by GC/CM in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of GC/CM, GC/CM does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then GC/CM, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to GC/CM has been received, including interest for late payment. If GC/CM incurs costs or is delayed resulting from shutdown, delay, and start-up, GC/CM may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

10.6 SUBSTANTIAL COMPLETION

10.6.1 GC/CM shall notify Engineer and Owner when it considers Substantial Completion of the Work or a designated portion to have been achieved. Engineer and Owner shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with assistance of Engineer, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. GC/CM shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, GC/CM shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by GC/CM to Engineer and Owner for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to GC/CM the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by GC/CM in a mutually agreed upon timeframe. Owner shall pay GC/CM monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. GC/CM



shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from GC/CM that the Work is complete and ready for final inspection and acceptance, Owner, with assistance of Engineer, shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, GC/CM shall prepare for Owner's written acceptance a final application for payment stating that to the best of GC/CM's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to GC/CM within thirty-five (35) Days after GC/CM has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on GC/CM's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by GC/CM or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of GC/CM, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining Contract balance for Work not fully completed and accepted is less than the retained amount before payment, GC/CM shall submit to Engineer and Owner the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless GC/CM provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.



ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY Indemnity under this Agreement shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 6 of the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

11.2 INSURANCE Insurance under this Agreement shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 5 of the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

11.2.1 GC/CM shall include Engineer (Burns & McDonnell Engineering Company, Inc.) and its employees, agents, subsidiaries, and affiliated entities as an additional insured on a primary and noncontributory basis, on general liability, umbrella/excess, pollution liability, and builder's risk policies and waive rights of subrogation against Engineer, its employees, agents, subsidiaries, and affiliated entities.

11.3 BONDS Bonds under this Agreement shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 5 of the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

11.4 In Article 11.1, 11.2 and 11.3 of this Agreement (above), the MPWSS and City Standard Modifications provisions contain references to Contract requirements that are beyond indemnity, insurance and bonds (e.g., correction period, defective Work, partial utilization, etc.). These other referenced requirements shall be carried-out in accordance with the applicable provisions contained in this Standard Agreement and General Conditions between Owner and GC/CM.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

Suspension, Notice to Cure, and Termination under this Agreement shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 15 of the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

Dispute Mitigation and Resolution shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 16 of the Standard



General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified GC/CM or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to GC/CM than this Agreement. If such assignment occurs, GC/CM shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 15 CONTRACT DOCUMENTS



15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- EXHIBIT A: 90% Drawings and Specifications, City of Billings W.O. 19-42 West End Water Treatment Plant, October 2023
- EXHIBIT B: Allowances, December 19, 2023; 2 pages
- EXHIBIT C: Assumptions and Calculations on which the GMP is based, December 19, 2023; 6 pages
- EXHIBIT D: Construction Schedule, December 19, 2023; 4 pages
- EXHIBIT E: Key GC/CM Personnel, Subcontractors and Suppliers, December 19, 2023; 1 page
- EXHIBIT F: Bidding Question and Answer Log, December 19, 2023; 14 pages
- GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, 56 pages
- Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010
- City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, GC/CM shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, GC/CM shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

ARTICLE 16 SCOPE OF WORK

16.1 SCOPE OF WORK – BASE AGREEMENT Pursuant to Section 3.4 and ARTICLE 7, the Owner and GC/CM desire to establish a Guaranteed Maximum Price (GMP) for performance of the portion of Work in accordance with the exhibits and referenced documents listed below, which are part of this Agreement:

- EXHIBIT A: 90% Drawings and Specifications, City of Billings W.O. 19-42 West End Water Treatment Plant, October 2023
- EXHIBIT B: Allowances, December 19, 2023; 2 pages
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- City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021

16.2 SUBSEQUENT WORK All subsequent Work not included in Section 16.1 shall be established in authorized future Amendment(s) which will become part of this Agreement. Separate GMP(s) shall be established for all future Work according to GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

City of Billings

Contractor

William A. Cole, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Name: _____

Title: _____

Date: _____

IRS Tax ID No. _____

APPROVED AS TO FORM:

By _____
Stacy Tenney, Deputy City Attorney

END OF DOCUMENT.



EXHIBIT A

90% Drawings and Specifications
City of Billings W.O. 19-42
West End Water Treatment Plant
October 2023

Specifications Table of Contents
Drawing Sheets Index



**CITY OF BILLINGS,
MONTANA**

WEST END WATER TREATMENT PLANT

ISSUED FOR PERMIT REVIEW

TECHNICAL SPECIFICATIONS

BURNS & McDONNELL PROJECT NO. 118386

OCTOBER 2023



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CITY OF BILLINGS

WEST END WATER TREATMENT PLANT

ISSUED FOR PERMIT REVIEW

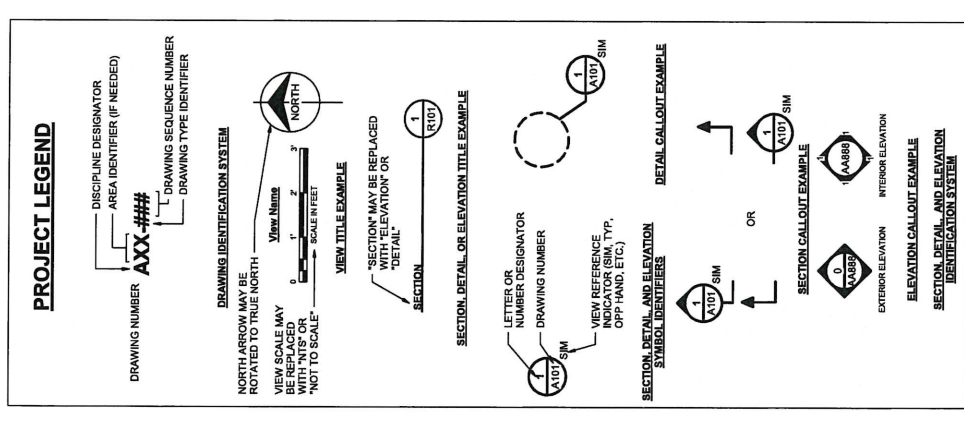
OCTOBER 2023
 City of Billings Project No. 19-42
 Burns & McDonnell Project No. 118386
 Morrison-Maerle Project No. 4776.010

no.	date	by	chk	description
A	08/07/22	JS		ISSUED FOR PERMIT REVIEW
B	03/16/23	JS		ISSUED FOR 60% DESIGN REVIEW
C	10/23/23	JS	TM	ISSUED FOR PERMIT REVIEW

BURNS & McDONNELL
 Key Subconsultant:
Morrison Maerle
INTERNATIONAL CONSULTANTS, INC.

Cover

Contract Drawings



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REV.	DATE	BY	CHK	DESCRIPTION
A	08/01/22	JS	JS	ISSUED FOR DESIGN REVIEW
B	03/16/23	JS	JS	ISSUED FOR 60% DESIGN REVIEW
C	10/23/23	JS	TM	ISSUED FOR PERMIT REVIEW

Contract Drawings



NO.	DATE	BY	CHK	DESCRIPTION
A	08/01/22	JS		ISSUED FOR 30% DESIGN REVIEW
B	03/16/23	JS		ISSUED FOR 60% DESIGN REVIEW
C	10/23/23	JS	TM	ISSUED FOR PERMIT REVIEW

NUMBER	NAME	NUMBER	NAME	NUMBER	NAME	NUMBER	NAME
F001	FIRE PROTECTION	E103	LOWER LEVEL AREA C	E107	OVERALL ELECTRICAL DETAILS 2	E116	CONNECTION DIAGRAM-06
F002	OVERALL FIRE ALARM PLAN	E104	OVERALL UPPER LEVEL FLOOR PLAN	E108	LIFT STATION ONE-LINE DIAGRAM AND PANEL SCHEDULE	E117	CONNECTION DIAGRAM-07
F003	FIRE ALARM PLAN - AREA A	E105	UPPER LEVEL AREA A	E109	LIFT STATION EQUIPMENT RISER	E118	CONNECTION DIAGRAM-08
F004	FIRE ALARM PLAN - AREA B	E106	UPPER LEVEL AREA B	E110	OVERALL LOWER LEVEL ELECTRICAL PLAN	E119	ELECTRICAL CONTROL SCHEMATICS 1
F005	FIRE ALARM PLAN - AREA C	E107	UPPER LEVEL AREA C	E111	LOWER LEVEL AREA A - POWER & GROUNDING	E120	ELECTRICAL CONTROL SCHEMATICS 2
F006	FIRE ALARM PLAN - AREA D & E	E108	UPPER LEVEL AREA D & E	E112	LOWER LEVEL AREA A - LIGHTING	E121	NOTES TO THE PANEL SCHEMATICS
F007	FIRE ALARM PLAN - AREA F & G	E109	UPPER LEVEL AREA E	E113	LOWER LEVEL AREA B - POWER & GROUNDING	E122	ANGULAR SYSTEM RISER DIAGRAMS 1
F008	FIRE ALARM ONE-LINE DIAGRAM & MATRIX	D300	SECTIONS I	E114	LOWER LEVEL AREA C - CONTROLS PLAN	E123	ANGULAR SYSTEM RISER DIAGRAMS 2
F009	FIRE SUPPRESSION NOTES, LEGEND, AND ABBREVIATIONS	D301	SECTIONS II	E115	LOWER LEVEL AREA A - CONTROLS PLAN	E124	PANELBOARD SCHEDULES 1
F010	FIRE SUPPRESSION PLAN	D302	SECTIONS III	E116	OVERALL UPPER LEVEL PLAN	E125	PANELBOARD SCHEDULES 2
F011	FIRE SUPPRESSION PLAN - AREA D & E	D303	SECTIONS IV	E117	UPPER LEVEL AREA A - POWER AND GROUNDING	E126	PANELBOARD SCHEDULES 3
F012	FIRE SUPPRESSION PLAN - AREA F & G	D304	SECTIONS V	E118	UPPER LEVEL AREA B - POWER AND GROUNDING	E127	LUMINAIRE SCHEDULE
F013	FIRE SUPPRESSION PLAN - AREA H	D305	SECTIONS VI	E119	UPPER LEVEL AREA C - POWER AND GROUNDING	E128	
F014	FIRE SUPPRESSION RISER DIAGRAM	D306	SECTIONS VII	E120	UPPER LEVEL AREA D & E - POWER AND GROUNDING	E129	
P001	PLUMBING	D307	SECTIONS VIII	E121	UPPER LEVEL AREA F & G - POWER AND GROUNDING	E130	
P002	PLUMBING GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS	D308	SECTIONS IX	E122	UPPER LEVEL AREA G - LIGHTING PLAN	E131	
P003	STANDARD PLUMBING DETAILS I	D400	ENLARGED VIEWS I	E123	UPPER LEVEL AREA H - LIGHTING PLAN	E132	
P004	STANDARD PLUMBING DETAILS II	D401	ENLARGED VIEWS II	E124	UPPER LEVEL AREA I - LIGHTING PLAN	E133	
P005	PLUMBING SCHEDULES	D402	ENLARGED VIEWS III	E125	UPPER LEVEL AREA J - LIGHTING PLAN	E134	
P006	LOWER LEVEL AREA A	D403	ENLARGED VIEWS IV	E126	UPPER LEVEL AREA K - LIGHTING PLAN	E135	
P007	LOWER LEVEL AREA B	D404	ENLARGED VIEWS V	E127	UPPER LEVEL AREA L - LIGHTING PLAN	E136	
P008	LOWER LEVEL AREA C	D405	ENLARGED VIEWS VI	E128	UPPER LEVEL AREA M - LIGHTING PLAN	E137	
P009	LOWER LEVEL AREA D	D406	ENLARGED VIEWS VII	E129	UPPER LEVEL AREA N - LIGHTING PLAN	E138	
P010	LOWER LEVEL AREA E	D407	ENLARGED VIEWS VIII	E130	UPPER LEVEL AREA O - LIGHTING PLAN	E139	
P011	LOWER LEVEL AREA F	D408	RAW WATER ISOMETRIC	E140	UPPER LEVEL AREA P - LIGHTING PLAN	E140	
P012	LOWER LEVEL AREA G	D409	PRETREATMENT ISOMETRIC	E141	UPPER LEVEL AREA Q - LIGHTING PLAN	E141	
P013	LOWER LEVEL AREA H	D410	MEMBRANE ISOMETRIC	E142	UPPER LEVEL AREA R - LIGHTING PLAN	E142	
P014	LOWER LEVEL AREA I	D411	HSPS ISOMETRIC	E143	UPPER LEVEL AREA S - LIGHTING PLAN	E143	
P015	LOWER LEVEL AREA J	D412	CHEM ROOM ISOMETRIC I	E144	UPPER LEVEL AREA T - LIGHTING PLAN	E144	
P016	LOWER LEVEL AREA K	D413	CHEM ROOM ISOMETRIC II	E145	UPPER LEVEL AREA U - LIGHTING PLAN	E145	
P017	LOWER LEVEL AREA L	D414	MEMBRANE CIP ISOMETRIC	E146	UPPER LEVEL AREA V - LIGHTING PLAN	E146	
P018	LOWER LEVEL AREA M	D415	MECHANICAL GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS	E147	UPPER LEVEL AREA W - LIGHTING PLAN	E147	
P019	LOWER LEVEL AREA N	D416	STANDARD MECHANICAL DETAILS I	E148	UPPER LEVEL AREA X - LIGHTING PLAN	E148	
P020	LOWER LEVEL AREA O	D417	STANDARD MECHANICAL DETAILS II	E149	UPPER LEVEL AREA Y - LIGHTING PLAN	E149	
P021	LOWER LEVEL AREA P	D418	MECHANICAL SCHEDULES I	E150	UPPER LEVEL AREA Z - LIGHTING PLAN	E150	
P022	LOWER LEVEL AREA Q	D419	MECHANICAL SCHEDULES II	E151	OVERALL - SURVEILLANCE PLAN	E151	
P023	LOWER LEVEL AREA R	D420	OVERALL LOWER LEVEL	E152	OVERALL - CABLE TRAY PLAN 1	E152	
P024	LOWER LEVEL AREA S	D421	LOWER LEVEL AREA A	E153	OVERALL - CABLE TRAY PLAN 2	E153	
P025	LOWER LEVEL AREA T	D422	LOWER LEVEL AREA B	E154	OVERALL - CABLE TRAY PLAN 3	E154	
P026	LOWER LEVEL AREA U	D423	LOWER LEVEL AREA C	E155	ELECTRICAL ENLARGED ROOM PLAN	E155	
P027	LOWER LEVEL AREA V	D424	LOWER LEVEL AREA D	E156	ELECTRICAL ENLARGED ROOM PLAN	E156	
P028	LOWER LEVEL AREA W	D425	LOWER LEVEL AREA E	E157	DUCT BANK SECTIONS	E157	
P029	LOWER LEVEL AREA X	D426	LOWER LEVEL AREA F	E158	DUCT BANK SECTIONS	E158	
P030	LOWER LEVEL AREA Y	D427	LOWER LEVEL AREA G	E159	CONDUIT DETAILS	E159	
P031	LOWER LEVEL AREA Z	D428	LOWER LEVEL AREA H	E160	ELECTRICAL STANDARD DETAILS I	E160	
P032	MEMBRANE FEED WET WELL I PAID	D429	LOWER LEVEL AREA I	E161	ELECTRICAL STANDARD DETAILS II	E161	
P033	MEMBRANE FEED WET WELL II PAID	D430	LOWER LEVEL AREA J	E162	ELECTRICAL STANDARD DETAILS III	E162	
P034	MEMBRANE FEED WET WELL III PAID	D431	LOWER LEVEL AREA K	E163	DUCT BANK STANDARD DETAILS	E163	
P035	MEMBRANE FEED WET WELL IV PAID	D432	LOWER LEVEL AREA L	E164	HANDHOLE STANDARD DETAILS	E164	
P036	MEMBRANE FEED WET WELL V PAID	D433	LOWER LEVEL AREA M	E165	LIGHTING DETAILS 1	E165	
P037	MEMBRANE FEED WET WELL VI PAID	D434	LOWER LEVEL AREA N	E166	LIGHTING DETAILS 2	E166	
P038	MEMBRANE FEED WET WELL VII PAID	D435	LOWER LEVEL AREA O	E167	LOAD SUMMARIES I	E167	
P039	MEMBRANE FEED WET WELL VIII PAID	D436	LOWER LEVEL AREA P	E168	LOAD SUMMARIES II	E168	
P040	MEMBRANE FEED WET WELL IX PAID	D437	LOWER LEVEL AREA Q	E169	ONE-LINE DIAGRAM I	E169	
P041	MEMBRANE FEED WET WELL X PAID	D438	LOWER LEVEL AREA R	E170	ONE-LINE DIAGRAM II	E170	
P042	MEMBRANE FEED WET WELL XI PAID	D439	LOWER LEVEL AREA S	E171	ONE-LINE DIAGRAM III	E171	
P043	MEMBRANE FEED WET WELL XII PAID	D440	LOWER LEVEL AREA T	E172	NETWORK ARCHITECTURE	E172	
P044	MEMBRANE FEED WET WELL XIII PAID	D441	LOWER LEVEL AREA U	E173	CONNECTION DIAGRAM-01	E173	
P045	MEMBRANE FEED WET WELL XIV PAID	D442	LOWER LEVEL AREA V	E174	CONNECTION DIAGRAM-02	E174	
P046	MEMBRANE FEED WET WELL XV PAID	D443	LOWER LEVEL AREA W	E175	CONNECTION DIAGRAM-03	E175	
P047	MEMBRANE FEED WET WELL XVI PAID	D444	LOWER LEVEL AREA X	E176	CONNECTION DIAGRAM-04	E176	
P048	MEMBRANE FEED WET WELL XVII PAID	D445	LOWER LEVEL AREA Y	E177	CONNECTION DIAGRAM-05	E177	
P049	MEMBRANE FEED WET WELL XVIII PAID	D446	LOWER LEVEL AREA Z	E178		E178	
P050	MEMBRANE FEED WET WELL XIX PAID	D447		E179		E179	
P051	MEMBRANE FEED WET WELL XX PAID	D448		E180		E180	
P052	MEMBRANE FEED WET WELL XXI PAID	D449		E181		E181	
P053	MEMBRANE FEED WET WELL XXII PAID	D450		E182		E182	
P054	MEMBRANE FEED WET WELL XXIII PAID	D451		E183		E183	
P055	MEMBRANE FEED WET WELL XXIV PAID	D452		E184		E184	
P056	MEMBRANE FEED WET WELL XXV PAID	D453		E185		E185	
P057	MEMBRANE FEED WET WELL XXVI PAID	D454		E186		E186	
P058	MEMBRANE FEED WET WELL XXVII PAID	D455		E187		E187	
P059	MEMBRANE FEED WET WELL XXVIII PAID	D456		E188		E188	
P060	MEMBRANE FEED WET WELL XXIX PAID	D457		E189		E189	
P061	MEMBRANE FEED WET WELL XXX PAID	D458		E190		E190	
P062	MEMBRANE FEED WET WELL XXXI PAID	D459		E191		E191	
P063	MEMBRANE FEED WET WELL XXXII PAID	D460		E192		E192	
P064	MEMBRANE FEED WET WELL XXXIII PAID	D461		E193		E193	
P065	MEMBRANE FEED WET WELL XXXIV PAID	D462		E194		E194	
P066	MEMBRANE FEED WET WELL XXXV PAID	D463		E195		E195	
P067	MEMBRANE FEED WET WELL XXXVI PAID	D464		E196		E196	
P068	MEMBRANE FEED WET WELL XXXVII PAID	D465		E197		E197	
P069	MEMBRANE FEED WET WELL XXXVIII PAID	D466		E198		E198	
P070	MEMBRANE FEED WET WELL XXXIX PAID	D467		E199		E199	
P071	MEMBRANE FEED WET WELL XL PAID	D468		E200		E200	
P072	MEMBRANE FEED WET WELL XLI PAID	D469		E201		E201	
P073	MEMBRANE FEED WET WELL XLII PAID	D470		E202		E202	
P074	MEMBRANE FEED WET WELL XLIII PAID	D471		E203		E203	
P075	MEMBRANE FEED WET WELL XLIV PAID	D472		E204		E204	
P076	MEMBRANE FEED WET WELL XLV PAID	D473		E205		E205	
P077	MEMBRANE FEED WET WELL XLVI PAID	D474		E206		E206	
P078	MEMBRANE FEED WET WELL XLVII PAID	D475		E207		E207	
P079	MEMBRANE FEED WET WELL XLVIII PAID	D476		E208		E208	
P080	MEMBRANE FEED WET WELL XLIX PAID	D477		E209		E209	
P081	MEMBRANE FEED WET WELL L PAID	D478		E210		E210	
P082	MEMBRANE FEED WET WELL LI PAID	D479		E211		E211	
P083	MEMBRANE FEED WET WELL LII PAID	D480		E212		E212	
P084	MEMBRANE FEED WET WELL LIII PAID	D481		E213		E213	
P085	MEMBRANE FEED WET WELL LIV PAID	D482		E214		E214	
P086	MEMBRANE FEED WET WELL LV PAID	D483		E215		E215	
P087	MEMBRANE FEED WET WELL LVI PAID	D484		E216		E216	
P088	MEMBRANE FEED WET WELL LVII PAID	D485		E217		E217	
P089	MEMBRANE FEED WET WELL LVIII PAID	D486		E218		E218	
P090	MEMBRANE FEED WET WELL LIX PAID	D487		E219		E219	
P091	MEMBRANE FEED WET WELL LX PAID	D488		E220		E220	
P092	MEMBRANE FEED WET WELL LXI PAID	D489		E221		E221	
P093	MEMBRANE FEED WET WELL LXII PAID	D490		E222		E222	
P094	MEMBRANE FEED WET WELL LXIII PAID	D491		E223		E223	
P095	MEMBRANE FEED WET WELL LXIV PAID	D492		E224		E224	
P096	MEMBRANE FEED WET WELL LXV PAID	D493		E225		E225	
P097	MEMBRANE FEED WET WELL LXVI PAID	D494		E226		E226	
P098	MEMBRANE FEED WET WELL LXVII PAID	D495		E227		E227	
P099	MEMBRANE FEED WET WELL LXVIII PAID	D496		E228		E228	
P100	MEMBRANE FEED WET WELL LXIX PAID	D497		E229		E229	
P101	MEMBRANE FEED WET WELL LXX PAID	D498		E230		E230	
P102	MEMBRANE FEED WET WELL LXXI PAID	D499		E231		E231	
P103	MEMBRANE FEED WET WELL LXXII PAID	D500		E232		E232	
P104	MEMBRANE FEED WET WELL LXXIII PAID	D501		E233		E233	
P105	MEMBRANE FEED WET WELL LXXIV PAID	D502		E234		E234	
P106	MEMBRANE FEED WET WELL LXXV PAID	D503		E235		E235	
P107	MEMBRANE FEED WET WELL LXXVI PAID	D504		E236		E236	
P108	MEMBRANE FEED WET WELL LXXVII PAID	D505		E237		E237	
P109	MEMBRANE FEED WET WELL LXXVIII PAID	D506		E238		E238	
P110	MEMBRANE FEED WET WELL LXXIX PAID	D507		E239		E239	
P111	MEMBRANE FEED WET WELL LXXX PAID	D508		E240		E240	
P112	MEMBRANE FEED WET WELL LXXXI PAID	D509		E241		E241	
P113	MEMBRANE FEED WET WELL LXXXII PAID	D510		E242		E242	
P114	MEMBRANE FEED WET WELL LXXXIII PAID	D511		E243		E243	
P115	MEMBRANE FEED WET WELL LXXXIV PAID	D512		E244		E244	
P116	MEMBRANE FEED WET WELL LXXXV PAID	D513		E245		E245	
P117	MEMBRANE FEED WET WELL LXXXVI PAID	D514		E246		E246	
P118	MEMBRANE FEED WET WELL LXXXVII PAID	D515		E247		E247	
P119	MEMBRANE FEED WET WELL LXXXVIII PAID	D516		E248		E248	
P120	MEMBRANE FEED WET WELL LXXXIX PAID	D517		E249		E249	
P121	MEMBRANE FEED WET WELL LXXXX PAID	D518		E250		E250	
P122	MEMBRANE FEED WET WELL LXXXXI PAID	D519		E251		E251	
P123	MEMBRANE FEED WET WELL LXXXXII PAID	D520		E252		E252	
P124	MEMBRANE FEED WET WELL LXXXXIII PAID	D521		E253		E253	
P125	MEMBRANE FEED WET WELL LXXXXIV PAID	D522		E254		E254	
P126	MEMBRANE FEED WET WELL LXXXXV PAID	D523		E255		E255	
P127	MEMBRANE FEED WET WELL LXXXXVI PAID	D524		E256		E256	
P128	MEMBRANE FEED WET WELL LXXXXVII PAID	D525		E257		E257	
P129	MEMBRANE FEED WET WELL LXXXXVIII PAID	D526		E258		E258	
P130	MEMBRANE FEED WET WELL LXXXXIX PAID	D527		E259		E259	
P131	MEMBRANE FEED WET WELL LXXXXX PAID	D528		E260		E260	
P132	MEMBRANE FEED WET WELL LXXXXXI PAID	D529		E261		E261	
P133	MEMBRANE FEED WET WELL LXXXXXII PAID	D530		E262		E262	
P134							

EXHIBIT B

Allowances
December 19, 2023

EXHIBIT B: Allowances

23.0 ALLOWANCE

Item	Description	Amount	Comparison to Other Subcontractors' Bid					
			Loebro	Easton	Paradigm	K2	Knife River	
23.1	ASR Allowance	\$ 1,700,000		\$ 1,262,250.00				
23.2	SRA Allowance	\$ -		\$ 359,040.00				
23.3	Winter Concrete	\$ 447,694	Loebro					
23.4	Catholic Protect	\$ 193,766	Loebro					
23.5	Added Electrical	\$ 150,000	Askin					
			CEI		\$ 175,000.00	\$ 27,940.00		\$ 150,000.00

23.0 ALLOWANC \$ 2,491,460

ASR JUSTIFICATION		CY (less Mud Mat)	Lithium (\$/CY)	ASR Allowance	Add Markup & Escalation (7.95%+8%)	Total
23.1	Loebro	5700	\$ 225	\$ 1,282,500	\$ 205,200.00	\$ 1,487,700.00
	Paradigm	6420	\$ 225	\$ 1,444,500	\$ 231,120.00	\$ 1,675,620.00
<p>ASR: the base concrete price (COST OF THE WORK) includes Coal Creek Fly Ash for ASR Mitigation. If Coal Creek Fly Ash is not available, the \$1.7-million would be used for an alternate ASR Mitigation Method (example: Lithium). Cost risk could be mitigated by DAC buying bulk admixture and the beginning of project to minimize running out, cost escalation, and subcontractor markup/profit.</p> <p>SRA: Shrinkage Reducing Admixture. This will not be used as engineers relaxed shrinkage requirements if crystalline waterproofing admixture is used. Base concrete price includes Crystalline Waterproofing, so SRA will not be needed.</p> <p>Winter Concrete: to be used for any efforts above and beyond normal weather concrete. Includes, but is not limited to labor, equipment, & materials for the following: hot water for concrete mixing, concrete blankets and protection of concrete, snow removal from concrete work areas, snow tarps, equipment/fuel for heating forms/placed concrete, temperature sensors, productivity loss.</p> <p>Catholic Protection: cathodic protection of the yard pipe was not completed as part of the 90% Plans & Specs. This is for the final desing, materials, and installation of the cathodic protection of the large diameter yard pipe.</p>						
23.2						
23.3						
23.4						

23.4

Added Electrical: allowance is for added items not show in the drawings that Billings' may elect to add.

WEWTP - 90% GMP Requested Electrical Modification to be Added to as ALLOWANCE				
Rough Order of Magnitude Cost Adjustments				
Item	Location / System	Description	ROM covered in addenda	Note
1	Electrical Room	VFD Harmonic Mitigation		Removed from Allowance, \$150K if added, also need to figure out if there is enough space to add
2	Electrical Room	VFD Stand-Alone Enclosures	\$ -	There may be additional costs for wall and ceiling mods
3	Electrical Room	Optimize Electrical Room Space	\$ 10,000	
4	Electrical Room	Security Door Panel	\$ 2,000	

5	Electrical Room	Relocate Card Access Panel	\$ 2,000	
6	Tray System	Minimum Tray Size to 12"	\$ 5,000	
7	Tray System	Added Cable Tray	\$ 15,000	
8	Security System (Intrusion)	Integrate	\$ 2,000	
9	Chemical Rooms	Fiberglass conduit to sch80 PVC	\$ (7,000)	
10	Server (IT) Room	Redundant PowerWare UPS	\$ 0	Removed from Allowance. \$40K/each if added back in to Allowance.
11	Server (IT) Room	UPS Power Supply Distribution	\$ 10,000	
12	Server (IT) Room	Other UPS Loads	\$ 5,000	
13	Server (IT) Room	Fiber landed at Main / Term @		
14	Server (IT) Room	Main Fiber Distribution Box	\$ 2,000	
15	Server (IT) Room	Radio System	\$ 7,000	
		Camera System DVR	none provided	
16	Server (IT) Room	Intercom Station in Control Room	no cost	
17	Server (IT) Room	Locking Steel Door	\$ 1,000	Need to investigate if there is an add for the actual door
18	Server (IT) Room	3-ea Spare Conduits	\$ 1,000	
19	Server (IT) Room	Mine Fiber Demarcation & Patch Panel	\$ 1,000	
20	Server (IT) Room	Network Jacks	\$ 2,000	
21	Lift Station	Endress Ultrasonic Level		
22	Lift Station	Transmitter	\$ 2,000	
23	Lift Station	Delete Lift Station PLC	\$ 3,000	
24	Lift Station	Replace Fiber Optic Cable	\$ 2,000	
		20' Yard Light @ Lift Station	\$ 5,000	
25	Switchgear	GE 850 Relays	\$ 30,000	Still waiting on confirmation, best guess.
26	Switchgear	MV High Temp Alarms	\$ 2,000	
27	Switchgear	Kirk Keys	\$ 20,000	
28	Network	Delete PC-Lift - Hardwire	\$ 3,000	
29	Network	Delete MCC Power Monitoring	no cost	tried to Item 25
30	Network	Hard-wire Associated I/O to		
31	Network	Adjacent PLC or RIO Unit	\$ 5,000	
32	CP Cabinets	Add OIT to WE-PLC-MAIN	\$ 10,000	
		Provide for Future Capacity	\$ 10,000	
TOTAL = \$			150,000	

EXHIBIT C

Assumptions and Calculations
on Which the GMP is Based
December 19, 2023



BILLINGS WEST END WATER TREATMENT PLANT

EXHIBIT C: Assumptions and Calculations on which the GMP is Based

FINAL

COST OF THE WORK

Item	Description	Quantity	Units	Unit Price	Total	Note:
1.0	GENERAL REQUIREMENTS	1.0	LS	\$ 1,338,972	\$ 1,338,972	Permits/Fees, Mobe/Demobe, Hourly Craft Lording, O&M's, Survey, Testing Services, Temp Lights, Temp Walkway/Access, Temp Storage, Temp Fence, Road Maint./Sweeping, Misc Mtrl Pickup/Unload, Site Support, Cleanup/Seal Project, Winter Protection/Temp Heat, Snow Removal.
2.0	SITE WORK & DEMO	1.0	LS	\$ 5,232,045	\$ 5,232,045	SWPPP, Dewatering, Dewatering Maint., Earthwork, Sitework, Yard Pipe, Lift Station, Site Drainage, Site Concrete, Micropile, & Fencing.
3.0	CONCRETE	1.0	LS	\$ 11,010,391	\$ 11,010,391	Mud Mat & Structural Concrete complete.
4.0	METALS	1.0	LS	\$ 765,432	\$ 765,432	Misc: Metals supply and installation.
5.0	THERMAL & MOISTURE PROTECTION	1.0	LS	\$ 50,142	\$ 50,142	Damproofing and foundation insulation.
6.0	DOORS & WINDOWS	1.0	LS	\$ 237,588	\$ 237,588	Supply and installation of Doors, OH Doors, & Windows.
7.0	FINISHES	1.0	LS	\$ 1,442,435	\$ 1,442,435	Rough Carpentry, Architectural Case Work & Interior, Thermal Insulation, Metal Stud Framing, Gypsum Board Assemblies, Flooring & Tile, Suspended Ceiling System, Specialties, Signage, & Lab Equipment.
8.0	PROCESS EQUIPMENT	1.0	LS	\$ 11,774,084	\$ 11,774,084	Supply & installation of Process Equipment.
9.0	PEMB	1.0	LS	\$ 2,498,037	\$ 2,498,037	Supply & installation of PEMB.
10.0	PROCESS PIPE	1.0	LS	\$ 6,919,826	\$ 6,919,826	Supply & installation of Process Pipe.
11.0	HVAC	1.0	LS	\$ 1,316,854	\$ 1,316,854	Supply & installation of HVAC.
12.0	PLUMBING	1.0	LS	\$ 409,415	\$ 409,415	Supply & installation of Plumbing.
13.0	FIRE PROTECTION	1.0	LS	\$ 200,000	\$ 200,000	Supply & installation of Fire Protection Sprinkler System.
14.0	ELECTRICAL & CONTROLS	1.0	LS	\$ 8,577,970	\$ 8,577,970	Supply & installation of Electrical, Controls, & System Integration.
COST OF WORK SUBTOTAL					\$ 51,773,190	

GC/CM GENERAL CONDITIONS

Item	Description	Quantity	Units	Unit Price	Budget Total	Note:
15.0	GENERAL CONDITIONS	37.00	MONTH	123,825.00	\$ 4,581,525	January 2024 - January 2027
GC/CM GENERAL CONDITIONS SUBTOTAL					\$ 4,581,525	

TOTALS

Item	Description	Quantity	Units	Unit Price	Total	Note:
16.0	DIRECT COST OF THE WORK				\$ 51,773,190	See above and Direct Cost of the Work Sheet for breakout.
17.0	GC/CM GENERAL CONDITIONS				\$ 4,581,525	See above and General Conditions Sheet for breakout.
18.0	GC/CM FEE	7.95%		\$ 51,773,190.24	\$ 4,115,969	Construction Fee of 7.95% to be applied to the Direct Cost of the Work.
19.0	BOND + 2-yr Warranty	1.00%		\$ 60,470,683.86	\$ 604,707	Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost.
20.0	INSURANCE	1.25%		\$ 60,470,683.86	\$ 755,884	Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost.
21.0	GROSS RECEIPTS TAX	1.00%		\$ 61,831,774.25	\$ 618,313	Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance.
22.0	CONTINGENCY - GC/CM				\$ 3,257,687	A fund to cover cost growth during the project used at the discretion of the GC/CM usually for costs that result from project circumstances. See Contingency - GC/CM Sheet. Remainder of GC/CM Contingency to be negotiated between City of Billings' and GC/CM.
23.0	ALLOWANCE				\$ 2,491,460	Allowances are risk items that City takes responsibility for. All remaining budget is owned by the city. See Allowance Sheet for breakout.
24.0	TOTAL GC/CM GMP				\$ 68,198,734	
25.0	CONTINGENCY - BILLINGS'				\$ 3,000,000	A fund to cover cost growth during the project used at the discretion of the City of Billings' usually for costs that result from project circumstances.
26.0	TOTAL PROJECT w/ CONTINGENCY - BILLINGS'				\$ 71,198,734	

EXHIBIT C: Assumptions and Calculations on which the GMP is Based
COST OF THE WORK

Item	Description	Quantity	Units	Unit Price	Total	Note:
1.0	GENERAL REQUIREMENTS	1.0	LS	\$ 1,338,972	\$ 1,338,972	
1.1	Permits & Fees	1.0	LS	\$ 11,000	\$ 11,000	DAC CIVIL
1.2	Mobe/Demobe	1.0	LS	\$ 51,856	\$ 51,856	DAC CIVIL
1.3	Lodging	1.0	LS	\$ 72,488	\$ 72,488	DAC CIVIL
1.4	O&M Manuals	1.0	LS	\$ 3,000	\$ 3,000	DAC CIVIL
1.5	Survey	1.0	LS	\$ 135,500	\$ 135,500	DAC CIVIL w/ IMEG as Sub Support
1.6	Testing Services	1.0	LS	\$ 90,000	\$ 90,000	Sub = Terracon
1.7	Temp Lights	1.0	LS	\$ 40,960	\$ 40,960	DAC CIVIL
1.8	Temp Walkway/Access	1.0	LS	\$ 42,507	\$ 42,507	DAC CIVIL
1.9	Temp Storage	1.0	LS	\$ 267,040	\$ 267,040	DAC CIVIL
1.10	Temp Fence	1.0	LS	\$ 46,500	\$ 46,500	Sub = Montana Fence (Billings)
1.11	Road Maintenance & Sweeping	1.0	LS	\$ 22,960	\$ 22,960	DAC CIVIL
1.12	Matrl Pickup	1.0	LS	\$ 36,752	\$ 36,752	DAC CIVIL
1.13	Matrl Unload	1.0	LS	\$ 36,752	\$ 36,752	DAC CIVIL
1.14	Site Support	1.0	LS	\$ 299,287	\$ 299,287	DAC CIVIL
1.15	Cleanup/Sell Job/Punchlist	1.0	LS	\$ 56,251	\$ 56,251	DAC CIVIL
1.16	Winter Protection & Temp Heat	1.0	LS	\$ 77,444	\$ 77,444	DAC CIVIL
1.17	Snow Removal	1.0	LS	\$ 48,675	\$ 48,675	DAC CIVIL
					\$ -	
2.0	SITE WORK & DEMO	1.0	LS	\$ 5,232,045	\$ 5,232,045	
2.1	SWPPP	1.0	LS	\$ 136,489	\$ 136,489	Sub = Askin Construction
2.2	Dewatering & Maintenance	1.0	LS	\$ 292,496	\$ 292,496	Sub = Askin Construction
2.3	Temp Site Controls	1.0	LS	\$ 203,922	\$ 203,922	Sub = Askin Construction
2.4	Initial Earthwork	1.0	LS	\$ 1,612,425	\$ 1,612,425	Sub = Askin Construction
2.5	Site Concrete	1.0	LS	\$ 60,478	\$ 60,478	Sub = Askin Construction
2.7	Lift Station	1.0	LS	\$ 284,871	\$ 284,871	Sub = Askin Construction
2.9	Final Earthwork & Site Civil	1.0	LS	\$ 1,759,716	\$ 1,759,716	Sub = Askin Construction. Includes Connection of Roof Drains to Yard Pipe.
2.10	Fencing	1.0	LS	\$ 73,791	\$ 73,791	Sub = Montana Fence (Billings)
2.11	Landscaping	1.0	LS	\$ 13,525	\$ 13,525	DAC CIVIL - Broadcast Seed Site
2.12	Micropile	1.0	LS	\$ 794,332	\$ 794,332	Sub = Condon Johnson. Includes credit for defered design to CJ.
					\$ -	
3.0	CONCRETE	1.0	LS	\$ 11,010,391	\$ 11,010,391	Mud Mat & Structural Concrete complete.
3.1	CONCRETE SUB	1.0	LS	\$ 11,010,391	\$ 11,010,391	Sub = Loenbro. Includes Tank Disinfection. Vapor barrier added.
					\$ -	
4.0	METALS	1.0	LS	\$ 765,432	\$ 765,432	Misc. Metals supply and installation.
4.1	Misc. Metals & FRP	1.0	LS	\$ 765,432	\$ 765,432	Sub = Apex. INCLUDES Grouting of Columns
					\$ -	
5.0	THERMAL & MOISTURE PROTECTION	1.0	LS	\$ 50,142	\$ 50,142	Damproofing and foundation insulation.
5.1	Foundation Damproofing & Insulation	1.0	LS	\$ 50,142	\$ 50,142	Sub = MT Coatings
					\$ -	
6.0	DOORS & WINDOWS	1.0	LS	\$ 237,588	\$ 237,588	Supply and installation of Doors, OH Doors, & Windows.
6.1	Doors	1.0	LS	\$ 187,235	\$ 187,235	DAC BILLINGS
6.2	OH Door	1.0	LS	\$ 36,213	\$ 36,213	Sub = Alpha Overhead Door
6.3	Windows	1.0	LS	\$ 14,140	\$ 14,140	Sub = Grizzly Glass
					\$ -	
7.0	FINISHES	1.0	LS	\$ 1,442,435	\$ 1,442,435	Painting, Coatings, Rough Carpentry, Architectural Case Work & Interior, Thermal Insulation, Metal Stud Framing, Gypsum Board Assemblies, Flooring & Tile, Suspended Ceiling System, Specialties, Signage, & Lab Equipment.
7.1	Paint & Coatings	1.0	LS	\$ 431,754	\$ 431,754	Painting, Coatings, Process Pipe Paint, Epoxy Containment, etc., Steel Tank Interior Coating (excluded by supplier).
7.2	Finishes	1.0	LS	\$ 1,010,681	\$ 1,010,681	Rough Carpentry, Architectural Case Work & Interior, Thermal Insulation, Metal Stud Framing, Gypsum Board Assemblies, Flooring & Tile, Suspended Ceiling System, Specialties, Signage, & Lab Equipment.
					\$ -	
8.0	PROCESS EQUIPMENT	1.0	LS	\$ 11,774,084	\$ 11,774,084	Supply & installation of Process Equipment.
8.1	Supply Slide Gates	1.0	LS	\$ 49,925	\$ 49,925	Goble Sampson / Golden Harvest
8.2	Supply Vertical Turbine Pumps	1.0	LS	\$ 1,167,496	\$ 1,167,496	Cogent / Goulds
8.3	Supply Rotary Lobe Pumps	1.0	LS	\$ 49,845	\$ 49,845	Cogent / Netzsch
8.4	Supply Tanks	1.0	LS	\$ 577,650	\$ 577,650	Municipal Treatment Equipment / FRP = Design / Steel = Palmer. Includes credit for site glass specification change.
8.5	Supply Chemical Systems	1.0	LS	\$ 299,420	\$ 299,420	TMG / Blue White (pump). Added Flow Meters included.
8.6	Supply Rapid Mix	1.0	LS	\$ 60,000	\$ 60,000	Plug, no quote. Need to find supplier.
8.7	Supply Pretreatment	1.0	LS	\$ 1,572,857	\$ 1,572,857	JMS
8.8	Supply Membrane Equipment	1.0	LS	\$ 6,376,291	\$ 6,376,291	H2O. Includes: adds/subtractions from GMP Meeting; added back in FRP Tanks (originally this was HDPE); 8% 2024 escalation.

8.9	Process Equipment Install	1.0	LS	\$ 1,620,600	\$ 1,620,600	DAC CIVIL. Includes Clean/Disinfection of Basins and Project. Includes house keeping pads for all process equipment and electrical gear inside the building. Includes the CIP Tank added in H2O Package.
8.10	Commissioning Support	1.0	LS	\$ -	\$ -	Removed and added extra staff to GC's.
					\$ -	
9.0	PEMB	1.0	LS	\$ 2,498,037	\$ 2,498,037	Supply & installation of PEMB.
9.1	Supply & Install PEMB	1.0	LS	\$ 2,385,237	\$ 2,385,237	Sub = Apex
9.2	Supply & Install Anchor Bolts	1.0	LS	\$ 45,800	\$ 45,800	DAC CIVIL INCLUDES Grouting of Columns
9.3	PEMB Weather Protection	1.0	LS	\$ 67,000	\$ 67,000	DAC CIVIL
					\$ -	
10.0	PROCESS PIPE	1.0	LS	\$ 6,919,826	\$ 6,919,826	Supply & installation of Process Pipe.
10.1	Supply & Install Process Pipe	1.0	LS	\$ 6,905,008	\$ 6,905,008	DAC CIVIL. Includes concrete encased pipe, disinfection, lift station coatings.
10.2	Supply & Install Flowfill for 8" Backwash Recycle	1.0	LS	\$ 14,818	\$ 14,818	DAC CIVIL. Flowfill to fill the cavity around the 8" Backwash Recycle.
					\$ -	
11.0	HVAC	1.0	LS	\$ 1,316,854	\$ 1,316,854	Supply & installation of HVAC.
11.1	Supply & Install HVAC	1.0	LS	\$ 1,316,854	\$ 1,316,854	Sub = Air Controls
					\$ -	
12.0	PLUMBING	1.0	LS	\$ 409,415	\$ 409,415	Supply & installation of Plumbing.
12.1	Supply & Install Plumbing	1.0	LS	\$ 409,415	\$ 409,415	Sub = G&T Plumbing
					\$ -	
13.0	FIRE PROTECTION	1.0	LS	\$ 200,000	\$ 200,000	Supply & installation of Fire Protection Sprinkler System.
13.1	Fire Protection	1.0	LS	\$ 200,000	\$ 200,000	Plug, no quote. Need to find sub.
					\$ -	
14.0	ELECTRICAL & CONTROLS	1.0	LS	\$ 8,577,970	\$ 8,577,970	Supply & installation of Electrical, Controls, & System Integration. Includes Analyzer Panels and Pumps.
14.1	Labor & Equipment - Meter On	1.0	LS	\$ 4,751,350.00	\$ 4,751,350	
14.2	Programming, Controls, & Integration	1.0	LS	\$ 1,726,610.00	\$ 1,726,610	
14.3	Supply Flowmeters	1.0	LS	\$ 34,560.00	\$ 34,560	
14.4	Duct Bank	1.0	LS	\$ 1,725,300.00	\$ 1,725,300	
14.5	Auto Gates	1.0	LS	\$ 34,650.00	\$ 34,650	
14.6	Temp Power	1.0	LS	\$ 65,250.00	\$ 65,250	
14.7	Security, Intrusion, & Fire Alarm	1.0	LS	\$ 172,650.00	\$ 172,650	
14.8	Add: GE Pad Mount XMFR	1.0	LS	\$ 127,600.00	\$ 127,600	Improves submittal and delivery lead time by 56-weeks
14.9	Add: NWE Temp Power Requirements	1.0	LS	\$ 40,000.00	\$ 40,000	Labor and Materials that Northwestern Energy needs performed before than can get temporary power delivered to site.
14.10	Credit: Swap Breakers for Fuses	1.0	LS	\$ (100,000.00)	\$ (100,000)	Credit for switching spec breakers to fuses.
					\$ -	
COST OF WORK SUBTOTAL					\$ 51,773,190	

EXHIBIT C: Assumptions and Calculations on which the GMP is Based
GC/CM GENERAL CONDITIONS

Item	Description	Quantity	Units	Unit Price	Budget Total	Note:
15.0	GENERAL CONDITIONS	37.00	MONTH	123,825.00	\$ 4,581,525	January 2024 - January 2027
	Blueprint Expense	37.00	MONTH	100.00	\$ 3,700	
	Engineering Fees	37.00	MONTH	200.00	\$ 7,400	
	Legal	37.00	MONTH	200.00	\$ 7,400	
	Project Controls & Quality Engineer	37.00	MONTH	46,811.00	\$ 1,732,007	Includes add PE. 3-total for project.
	Project Manager	37.00	MONTH	12,917.00	\$ 477,929	1-project manager
	Superintendent	37.00	MONTH	13,008.00	\$ 481,296	1-superintendent
	Safety Professional	37.00	MONTH	1,561.00	\$ 57,757	
	Travel Expense	37.00	MONTH	250.00	\$ 9,250	
	Lodging (Salary)	37.00	MONTH	11,200.00	\$ 414,400	
	Subsistence (Salary)	37.00	MONTH	13,054.00	\$ 482,998	
	Office Trailer	37.00	MONTH	3,633.00	\$ 134,421	
	Office Furnishings	37.00	MONTH	100.00	\$ 3,700	
	Office Supplies	37.00	MONTH	100.00	\$ 3,700	
	Computer/IT	37.00	MONTH	2,250.00	\$ 83,250	
	Job Meeting	37.00	MONTH	200.00	\$ 7,400	
	Temp Water	37.00	MONTH	125.00	\$ 4,625	
	Cell Phone	37.00	MONTH	750.00	\$ 27,750	
	Radios	37.00	MONTH	150.00	\$ 5,550	
	Training	37.00	MONTH	300.00	\$ 11,100	
	Safety	37.00	MONTH	250.00	\$ 9,250	
	Project Signs	37.00	MONTH	100.00	\$ 3,700	
	Small Tools	37.00	MONTH	246.00	\$ 9,102	
	Equipment Rental	37.00	MONTH	13,920.00	\$ 515,040	
	Trash Disposal	37.00	MONTH	1,400.00	\$ 51,800	
	Temp Toilet	37.00	MONTH	1,000.00	\$ 37,000	
					\$ -	
	GC/CM GENERAL CONDITIONS SUBTOTAL			\$ 123,825.00	\$ 4,581,525	Preconstruction Contract = \$105,725/month. In GMP review, Project Team added 1-each project engineer. Per Preconstruction Contract Project Engineer is \$18,100/month. This brings GC's to \$123,825/month.

EXHIBIT C: Assumptions and Calculations on which the GMP is Based

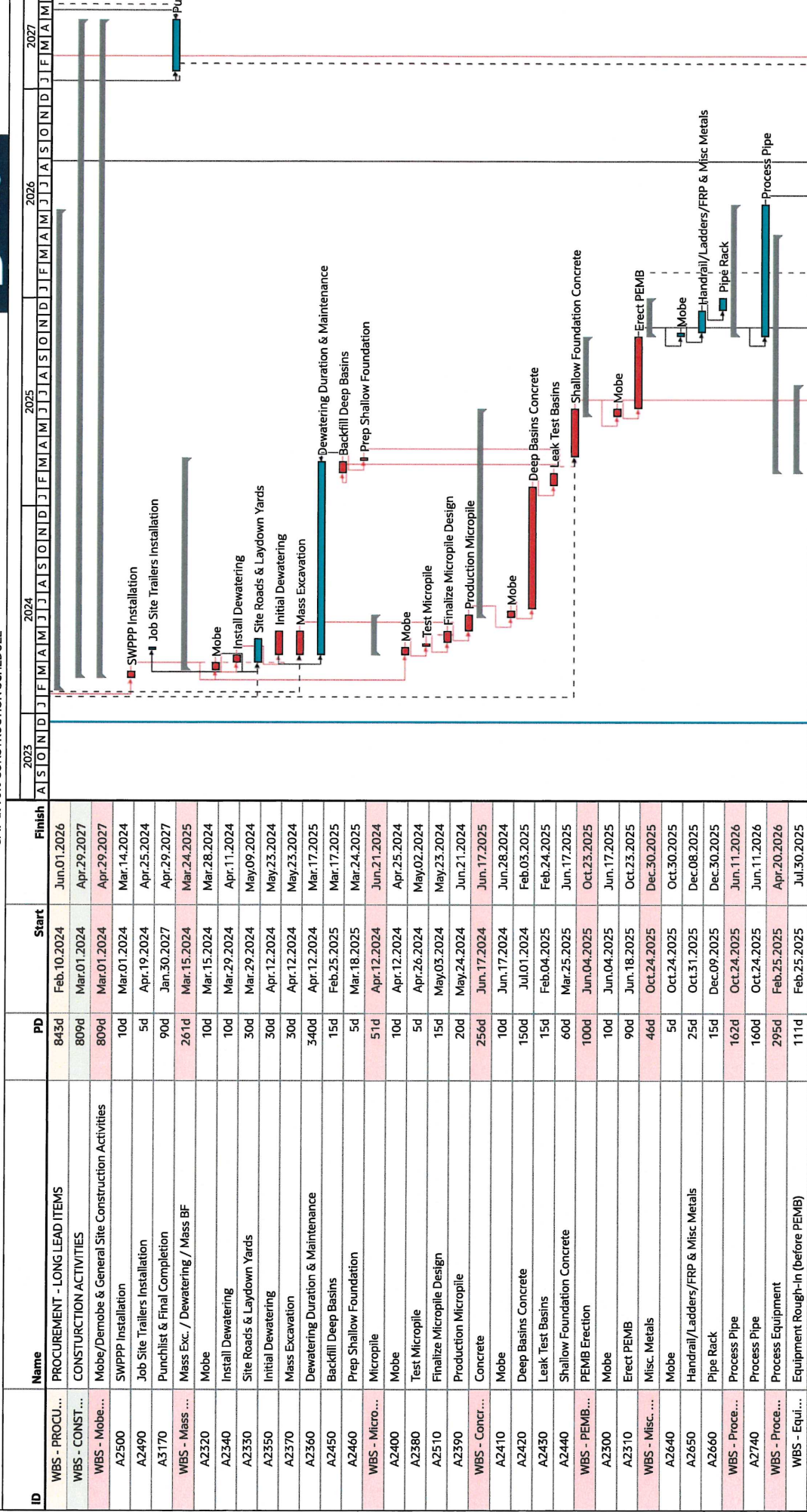
WEWTP Contingency & Risk

20.0 CONTINGENCY - GC/CM			
Item	Description	Amount (COST)	Notes
20.10	General Requirements		
20.11	Schedule	\$ 123,825.00	1-month over on schedule
20.12	Snow Removal	\$ 84,600.00	2-legit seasons
20.13	Winter Conditions	\$ 54,500.00	2-legit seasons
20.20	Site Civil		
20.21	Temporary Roads & Laydown	\$ 76,100.00	maintenance, +/- 37% of install
20.22	Dewatering	\$ 31,250.00	additional 3-month risk
20.23	Excavation (constructability)	\$ 58,400.00	sloping, benching, access for concrete crew
20.24	Winter Backfill	\$ 51,350.00	
20.25	Yard Pipe Material Escalation	\$ 31,297.00	material escalation & tie-in to WER. 8% of +/- \$400K yard pipe package
20.26	Cathodic Protection	allowance	topic for discussion
20.27	Aggregate Materials Escalation	\$ 21,000.00	assumed 15% material cost on sub package, +/- \$262K, w/ 8% escalation = \$21K. Material escalatoin for 2026 installation.
20.30	Micropile		
20.31	Materials	\$ 4,200.00	per discussion with CJ, low risk
20.32	Schedule	\$ -	
20.33	Grout Overrun	\$ 5,350.00	per discussion with CJ, low risk
20.34	Sub Design	\$ -	credit accounted for in the cost of work
20.40	Structural Concrete		
20.41	Mud Mat Qty Over-run	\$ 109,821.00	460 CY. 0.5-ft extra deth for shale overbreak
20.42	Schedule	\$ 123,825.00	1-month over on schedule, winter concrete production risk
20.43	Concrete Price Escalation	\$ 58,900.00	+/- 6,000-cy @ \$10/cy increase
20.44	Winter Conditions	allowance	topic for discussion
20.45	ASR	allowance	topic for discussion
20.50	Misc Metals		
20.51	Scope Gap & Missing, Escalation	\$ 38,200.00	+/- 5% of package
20.60	Firestopping		
20.61	Scope Gap & Missing, Escalation	\$ 10,750.00	carried by each trade & sub in there specific packages. Risk largely lies within the Plumbing Package.
20.70	Damproofing & Fnd Insulation		
20.71		\$ -	
		\$ -	
20.80	Coatings & Painting		
		\$ -	
		\$ -	
20.90	Finishes		
20.91	Scope Gap & Missing	\$ 38,427.00	+/- 4% of scope package
20.92	Materials	\$ 42,360.00	+/- 4% of scope package
20.100	Process Equipment		
20.110	Scope Gap & Missing	\$ 41,149.00	unknow & no historical production rates for JMS and H2O equipment. Miss production goal by 12%.
20.120	Non-Spec Site Glass	\$ -	accounted for in cost of work

20.130	Steel to FRP Tank Sulfuric Acid (Safety Issue)	\$ 40,000.00	Steel tank supplier will not make sulfuric acid tank out of steel due to safety concerns. What do we need to do? Quoted as FRP. Supplier came back on 12/11/2023 and now said FRP can also not be used as well. Best we can it would be a \$40K add if we could find a steel tank manufacturer to build it.
20.140	Equipment Escalation	\$ 776,411.04	H2O = 8% escalation; JMS = 8% escalation; 8% on other
20.200	PEMB		
20.210	Scope Gap & Missing	\$ -	
20.220	Materials	\$ 140,000.00	10% for steel escalation.
20.300	Process Pipe		
20.310	Scope Gap & Missing	\$ 28,100.00	5% labor risk
20.320	Materials Escalation	\$ 442,905.85	7% on Ductile Pipe, 5% on pipe supports, 7% on SS Pipe, 20% on Carbon Steel Pipe
20.400	Plumbing		
20.410	Scope Gap & Missing	\$ 8,250.00	
20.420	Materials	\$ 8,126.00	+/- 4%
20.500	HVAC		
20.510	Scope Gap & Missing	\$ 25,000.00	
20.520	Materials	\$ 25,000.00	+/- 4%
20.600	Fire Protection		
20.610	Risk on Sub Quote	\$ 8,000.00	
20.620	Materials	\$ 6,250.00	+/-7% on plug
20.700	Electrical & Controls		
20.710	Scope Gap & Missing	\$ 210,200.00	+/- 4.7% (per CEI, change order end up in the 10-20% range)
20.720	Materials	\$ 198,600.00	
	COST CONTINGENCY - GC/CM	\$ 2,922,146.89	
	GC/CM Fee (7.95%)	\$ 232,310.68	
	BOND & 2-YR WARRANTY (1%)	\$ 31,544.58	
	INSURANCE (1.25%)	\$ 39,430.72	
	MT GRT (1%)	\$ 32,254.33	
	CONTINGENCY - GC/CM	\$ 3,257,687	

EXHIBIT D

Construction Schedule
December 19, 2023



■ Current
■ Progress
■ Critical

◆ Milestones
└─ Summary



EXHIBIT E

Key Personnel:

GC/CM

Subcontractors

Suppliers

December 19, 2023



12/18/2023

BILLINGS WEST END WATER TREATMENT PLANT PROJECT

90% GMP - Dick Anderson Construction, Inc. - Key GC/CM Personnel, Subcontractors, and Suppliers

GC/CM Key Personnel		
Position	First Name	Last Name
Project Executive	Kyle	Kastelitz
Project Manager	Aaron	Byron
Project Superintendent	Darrell	Silvan
Project Engineer	Corbin	McAllister-Williams
Project Engineer	TBD	TBD
Project Engineer	TBD	TBD
Project Engineer	TBD	TBD

GC/CM Key Subcontractors	
Scope	Firm
Civil	Askin Construction
Micropile	Condon Johnson
Fence	Montana Fence
Structural Concrete	Loenbro
Misc Metals	Apex Steel, Inc.
Foundation Damproofing & Insulation	MT Coatings LLC
Overhead Door	Aphla Overhead Door
Painting & Industrial Coatings	T&L Painting
Preengineered Metal Building (PEMB)	Apex Steel, Inc.
HVAC	Air Controls
Plumbing	G&T Plumbing and Mechanical, Inc.
Electrical, Controls, Integration	Colstrip Electric, Inc. (CEI)
Integration and Controls under Electrical Contractor	AmWest Contol, Inc.

GC/CM Key Material/Equipment Suppliers	
Electrical Gear Manufacturers	Allen-Bradley/Rockwell: MCC, VFD, & AHF ABB/GE: switchgear, panel package, & transformers
Membrane Package	H2O Innovations
Sedimentation Package	JMS
Concrete	Fisher Industries
Vertical Turbine Pumps	Goulds

EXHIBIT F

Bidding Question and Answer Log
December 19, 2023

Question	Response
<p>Can you please provide the specifics for the light pole for fixture "G"?</p>	<p>Luminaire cut sheet for EPA (sq.ft) is here: "Z:\Clients\WTR\Billings\MT\118386_WestEndWTP\Design\Elec\Product Information\Lighting Cut Sheets\Type G-atbo_.pdf"</p>
<p>Confirm that the micropole design load is 135kps in tension only.</p>	<p>Assume 25' pole height.</p>
<p>What is the maximum allowable deflection at design load?</p>	<p>Allowable stress design (service level loads) is 180 kips tension or compression</p>
<p>Is there an AIS, BABA, Buy America, or domestic steel requirements for this project?</p>	<p>0.25"</p>
<p>The sewer lift station detail looking at the 6" HDPE force main looks like the plans has a flange attaching it to the Ductile pipe that is going into the valve vault. Key notes #1 it says no flanges shall be direct buried, do you want us to quote these as flanges or do you want us to change these to MJ fittings?</p>	<p>No.</p>
<p>We are the ABB/GE rep for the state and are looking at this project. We provided a bid to CEI for the 30% documents that came out earlier this year. We are looking to get prior approved on the following specifications. ABB is not listed as an approved manufacture for the following specifications. We are requesting if ABB can be considered as an equivalent substitute for these electrical gear items on this project? Can you please let me know the best way that I can do that?</p> <ul style="list-style-type: none"> 1.262923 Variable Frequency Motor Controllers 2.261316 Medium Voltage Fusible Interrupter Switchgear 3.262213 Low Voltage Distribution Transformers 4.262413 Switchboards 5.262416 Panelboards 6.262419 Motor Control Centers 7.264313 Transient Voltage Suppression For Low-Voltage Electrical Power Circuits 8.262900 Low Voltage Controllers 	<p>The intent is to have a flanged connection where transitioning from the DIP leaving the valve to the HDPE force main. Other than this transition, there will be no buried flanges.</p> <p>See specification modifications below.</p>

<p>Other than the 24" BFV w/ TAG WF-FCV-1002 that calls out an electric/modulating actuator, the valve schedule doesn't say whether the other valves with electric actuators need to be open/close, modulating or throttling.</p>	<p>Valves labeled as "FCV" in the tag are modulating; the rest are open/close.</p>
<p>"Sheet E602 note 7 indicates the generator docking stations but I am having vendors ask for a spec section on these." a. I think they are asking what spec section is/are the generator docking stations in</p>	<p>Refer to new Specification Section 26 25 50.</p>
<p>Spec 40 60 00 1.06 A 1. References a pre-approved SI. I do not see this list in the spec, where is it or is it available? Please confirm the size of the grounding conductor shown on the power and grounding drawings. Gen 5 suggests #2. spec 26 05 26 3.01 F 6 states 3/0 and the details on E509 show both 4/0 and 250.</p>	<p>The City's list of approved integrators are: AmWest Control Inc., Automation Werx, LLC, Taurus Power & Controls, Inc., Technical Systems, Inc., In Controls, Inc.</p> <ol style="list-style-type: none"> 1. Ground sizes are shown in numerous places on the drawings including one-lines for grounding electrode conductors that shall be sized as shown if larger than code size minimum. 2. Equipment Grounding Conductors defined in conduit/cable descriptions are to be provided as shown. 3. Supplemental grounding conductors - portions of these conductors will be exposed, so extending from ground grid are to be sized per code minimum, but no less than #2 AWG. 4. Section 26 05 26 - 3.01.F.6 (Buried - Ground Rings around building) - mentions #3/0 AWG sizing as "no less than", and the drawings provide larger size. <ol style="list-style-type: none"> a. Provide larger sizes where specifically shown. b. Ground ring around exterior equipment (Switchgear, Switchboards, and Transformers) to be 250KCMIL as shown on Drawing E509 Detail TYPICAL TRANSFORMER GROUNDING. 5. Section 26 05 26 - 3.01.K (Ufer Grounding) - mentions #3/0 AWG sizing as "no smaller than." Provide size specified; no conflicts identified. 6. Remove ground size from "TYPICAL GROUND TEST WELL" detail on Drawing E-509.
<p>Section 28 31 00, section 2.03, I. 3. Calls out for "Hazardous Material Manual Emergency Pull Stations: Provide manufacturer's standard construction, blue enclosure, manual pull station with the following features." Will red suffice or can we get a basis of design manufacturer?</p>	<p>No - Red will not suffice. See attached for the basis of design manufacturer.</p>
<p>Section 28 31 00, section 2.03, I. 3. E. Calls out for "Labeled HAZMAT." Will the words "FIRE" suffice? Or is there a hazardous location blue HAZMAT pull station that the design was based on?</p>	<p>No - the label "FIRE" will not suffice. See attached for the basis of design product.</p>
<p>Please clarify the party responsible for provision of the Lift Station Control Panel, with PLC, Fiber Ethernet, (2) VFDs, etc. (Pump Supplier, Systems Integrator)</p>	<p>Intent is for Lift Station to be provided as a package from Pump Supplier. Includes control panel and slide rails. From inside main building to the Lift Station to be by Systems Integrator.</p>

<p>Please clarify the party responsible for provision of the Lift Station Junction Boxes as shown on sheet E108 (Pump Supplier, Systems Integrator, Electrical, etc.)</p>	<p>Intent is for Lift Station to be provided as a package from Pump Supplier. Includes control panel and slide rails. From inside main building to the Lift Station to be by Systems Integrator.</p>
<p>Please clarify the party responsible for provision of the Lift Station 200-series items listed in the Equipment Listing on sheet D012 (Pump Supplier, Systems Integrator, Electrical, etc.)</p>	<p>Intent is for Lift Station to be provided as a package from Pump Supplier. Includes control panel and slide rails. From inside main building to the Lift Station to be by Systems Integrator.</p>
<p>Please verify the requirement for separate Signal-level Wiring ventilated junction boxes (not shown on drawings) for the Lift Station Wetwell and Valve Vault Instruments, or clarify how these should be routed</p>	<p>seal-offs do not need to be dismantled when pulling a piece of equipment. These are shown on E109 with the conduit labeled with where they are routed (the Wet Well and Valve Vault) and they are also shown on the One-Line Diagram on E108. The depth of the panel can vary depending on the size of the power distribution blocks used. There will be a fiber optic cable connection to the lift station control panel. The conduit trench section on E109 will change for Conduit Number 1 to (1) Multi-Mode, 12 Fiber Optic Cable in place of the 3#18 TSP, 12#14 discrete conductors. See Specification 260519 for the fiber requirements. The conduit size will remain at 2". The following items will also be required at the Equipment Riser shown on E109:</p> <p>a. Add and additional enclosure for a fiber optic termination panel containing the following equipment.</p>
<p>Drawing E109 does not show conduit or Fiber to the Lift Station Control Panel as shown on drawing E610.</p>	
<p>Please clarify who is responsible for provision of the following items shown in drawing E141</p> <p>a. PIT-2002 b. PDT-2004 c. PIT-2027 d. LS-5059 e. PO-50206 f. PI-50212</p>	<p>To be coordinated by general contractor. Instrumentation/ systems integrator, who shall be a subcontractor to electrical contractor.</p>
<p>Please Clarify that all items shown in the CIP room, drawing E-143, are to be supplied by the Membrane Supplier, except:</p> <p>a. LS-5999-H b. FS-5000-H</p>	<p>Correct- Provide LS-5999-H and FS-5000H</p>
<p>40 68 00 2.14 UTILITY AND SUPPLEMENTAL PROGRAMS: Please specify the "Device Communication Management Software."</p>	<p>Paragraph 2.14 to be removed in its entirety.</p>
<p>Can Rosemount 8750W series Magnetic Flowmeters be approved for Flow?</p>	<p>Rosemount and Badger are approved manufacturers. Manufacturers will be required to meet all requirements in the specifications</p>

<p>2.03 SCADA SERVERS: A. Servers to be defined in the future under Construction Contract. A. will there be an allowance amount specified for these devices, or should these devices be excluded from our pricing?</p>	
<p>Are there further specifications / requirements available for the Network Rack and appurtenances (size, make/model, fiber and copper patch panels, open shelves, cable management, PDUs, etc)?</p>	<p>SCADA Servers to be provided by the City. Network racks to be provided by the City.</p>
<p>In the spec it calls for the under slab piping for the sedimentation water to be C900 PVC pipe. The P&IDs call it DI pipe. What type of pipe should it be?</p>	<p>The pipe in the slab should be ductile iron with mechanical joints.</p>
<p>In the spec it calls for the under slab piping for the gravity drain to be PVC 30340 pipe. The P&IDs call it DI pipe. What type of pipe should it be?</p>	<p>The pipe in the slab should be ductile iron with mechanical joints.</p>

<p>On the Membrane Effluent Header on page D401-A what size is the individual effluent lines that connect from the header to membrane system lines according to this page they look like 16" from key notes stating that they need 16" expansion joints. But on page D306-A its saying they are 12" Lines and the pipe Summary table is saying they are 12" Lines also.</p>	<p>The line sizes here are as required by the membrane system supplier. Please update to 14" to match the most recent P&IDs from the MSS.</p>
<p>Clarification on Area G Sinks. The schedule has them at 24"x18"x10.75" but the drawing scales them at roughly 89" for LAV-1 and 46" for LAV-2. Please confirm sink size.</p>	<p>Please use LAV-1 sink size shown on drawings. Please use 24"x18"x10.75" sink dimension for LAV-2.</p>
<p>Section 28 10 00 1.06 B states the system is to be certified by Hirsch. Is the intent of these specs to have Hirsch as a sole sourced security provider or can we choose another manufacturer?</p>	<p>Remove wording "and shall be certified by Hirsch."</p>
<p>Is it structurally acceptable to reduce the thickness of 12" flowfill protective mudmat (per S301) to a 6" minimum?</p>	<p>No as this recommendation comes from the geotechnical engineer.</p>

<p>Please provide detail for seperation of 6" Fire Water and 4"DCW line as seen on P100 and P109. Civil sheets (C401) show single line entering building. Detail for tee or Y to branch off and run 4"DCW is missing</p>	<p>The civil drawings are correct showing one 6" line entering the building. The 6" line once inside the building should split to the two systems.</p>
<p>Sheet A400. Please confirm C7 (Solid Surface) call out for countertop in corner between LAV1 and LAV2 (Both of which are in epoxy resin countertop L17). Should this corner countertop match neighboring epoxy resin countertops?</p> <p>Please confirm if the following products/manufacturers are acceptable for HVAC</p> <p>Section 23 31 13 – Metal Ducts</p> <p>2.02 – Western Spiral</p> <p>-Section 23 33 00 – Air Duct Accessories</p> <p>2.04 – Manual Dampers – Greenheck Fan Corp.</p> <p>-Section 23 34 23 – HVAC Power Ventilators</p> <p>2.05 – Propeller Fans – Greenheck Fan Corp.</p> <p>-Section 23 37 13 – Diffusers, Registers & Grilles</p> <p>2.01 – Tuttle & Bailey or Greenheck Fan Corp Metal(Aire)</p> <p>-Section 23 55 23 – Gas Fired Radiant Heaters</p> <p>-Ambi-Rad or Advanced Radiant</p> <p>-Destratification Fans – Greenheck Fan Corp</p>	<p>Solid surface countertop at admin desk space. Epoxy resin countertop beginning at base cabinet L1 and continuing at plan north. Island is solid surface countertop at desk space and epoxy resin countertop beginning at base cabinets L7 and L9. Color black for both countertops</p> <p>These alternate products/manufactures are acceptable. Manufacturers are required to meet all aspects of the specifications and electrical requirements of the basis of design model.</p>
<p>FRP Door manufacturers listed in the specifications do not provide FRP 180 minute Fire Rated doors as required by door schedule. Please provide basis of design or design referenced manufacturer/product.</p>	<p>If the 180 minute fire rating cannot be met by FRP doors, please provide 3-hour heavy metal doors.</p>
<p>Page D400-C looks like the butterfly valve & check valves on the vertical turbine pumps all are 300# flanges. Does that mean all of the 30" main line flanges need to be 300# or just 150#.</p>	<p>Everything downstream of the check valve or actuated butterfly valve shall have 300# flanges.</p>
<p>Sheet E626 on the CCTV has some faded out details. On this sheet should the only thing we cover in scope be the 3 FOPP along with fiber between them?</p>	<p>Halftoned items on this sheet are to be furnished by owner (FBO) as indicated on E626.</p> <p>No corrosion protection is required for the center bar.</p>
<p>It appears that there is no proof testing of production piles required. Can you please confirm? The specifications require GR 150 reinforcement. The deflection criterion (0.25" at 180 kips) will determine the micropile reinforcement cross section area. Assuming that the micropile load is uniformly decreasing (triangular) throughout the bond zone, a 29' pile (10' no-bond, 19' bond) would require a minimum 2.5" bar to meet the deflection criterion. A 48' pile (10' no-bond, 38' bond) would require a minimum 3.5" bar. Would the design team consider GR 75/80 reinforcement instead of 150 KSI? This would provide cost savings while meeting the required loading and deflection criteria.</p>	<p>No proof testing of the production piles is required. For a FS of 2.0, we require static load testing, which is</p> <p>Reduction of reinforcing yield strength from grade 150 to grade 75 or 80 will be permissible if stamped calculations show it is adequate.</p>

<p>7. Plan E600-A, MCC schedule</p> <p>a.) MCC-1 specifies a main bus, main breaker, and total bus size of 3000A, while the one-line diagram indicates 2500A.</p> <p>b.) MCC-2 specifies a main bus, main breaker of 2000A, and a bus size of 3000A, whereas the one-line diagram shows 2500A.</p> <p>c.) MCC-3 specifies a main bus, main breaker of 3000A, and a bus size of 2000A, while the one-line diagram shows 2000A.</p> <p>Please confirm whether we should follow the MCC schedule or the one-line diagram for the main bus and breaker ratings.</p>	<p>Response a) - Drawing E600 from set Rev B, Date 10/23/23 indicates the following: MCC-1 Schedule - MAIN BUS (A): 3000, MAIN BREAKER: 3000, BUS SIZE: 3000 Then, Drawin E602 indicates the following: Main Breaker: 3000AF/3000AT, 3000A (CU) BUS, and CT(3): 3000/5A. <u>Please ensure you are looking at the latest drawing Rev.</u></p> <p>Response b) - Drawing E601 from set Rev B, Date 10/23/23 indicates the following: MCC-2 Schedule - MAIN BUS (A): 3000, MAIN BREAKER: 3000, BUS SIZE: 3000 Then, Drawin E603 indicates the following: Main Breaker: 3000AF/3000AT, 3000A (CU) BUS, and CT(3): 3000/5A. <u>Please note that IMCC-1 and MCC-3 are shown on Drawing E602, and MCC-3 is shown on E603; also, please ensure you are looking at the latest drawing Rev.</u></p> <p>Response c) - Drawing E601 from set Rev B, Date 10/23/23 indicates the following: MCC-2 Schedule - MAIN BUS (A): 2000 (Please update to 2500A), MAIN BREAKER: 2000 (Please update to 2500A), BUS SIZE: 2500 Then, Drawin E603 indicates the following: The 5000 series P&IDs are included in with the membrane system suppliers P&IDs. These are not included in the IO list, as they are provided by the membrane system supplier. The 5000 series P&IDs are included in with the membrane system suppliers P&IDs. These are not included in the IO list, as they are provided by the membrane system supplier.</p>
<p>Spec 40 61 96 has the I/O list. I don't see the 5000 series listed, are they elsewhere?</p>	
<p>I didn't see the 5000 series process on the P&ID's, are they available?</p>	
<p>E613 shows devices PIT 2103, 2203, 2303 and 2403 as does the I/O list. It appears they should be on E141 but I haven't found them. Is it possible that they are mislabeled as 2102, 2202, 2302 and 2402 on E141? If not, where can they be found?</p>	
<p>E613 shows devices PIT 2500, AIT 2501 and 2502 as does the I/O list. I appears they should be on E141 but I haven't found them, can you advise where they are?</p> <p>E614 shows devices PS 6211, 6221, 6231 and 6241. I didn't see these on the I/O list. It appears they should be on E143 but I haven't found them, can you advise if and where they are to be installed?</p>	<p>The pressure transmitters are mislabeled on E141. The single PIT-2X02 should be labeled PIT-2X03. The P&ID related to these instruments was removed. We must have not removed them from our Drawings, I/O Lis, and Instrument List. PS-6221 and PS-6241 are labeled on E143. PS-6211 and PS-6231 are not labeled on E143, but are shown as black boxes on the chemical feed panels.</p>
<p>E617 shows devices PDS 5015, LS 5080 and LIT 5082, I did not see these on the I/O list. It appears they should be on E143 or 144 but I haven't found them, can you advise if and where they are to be installed?</p>	<p>These instruments are provided by the membrane system supplier. PDS 5015 is integral to the blower enclosure. LS-5080 is installed in the backwash tank. LS-5082 is installed on the CIP tank. Confirmed.</p>
<p>Please confirm the refrigerator and microwave are to be provided by owner</p> <p>Please confirm if window shades are required, as they are in the specs but are not called out specifically on the plans.</p>	<p>Provide at all windows in admin space.</p>
<p>What takes precedence in regards to the piping materials? The pipe schedule, P&IDs, isometrics, membrane manufacturer P&IDs offer conflicting descriptions of pipe systems. Will the pipe schedule take precedence?</p>	<p>The isometrics/drawings are a visual representation of pipe routing- these are not intended to show piping materials. Can you provide information on where there is a discrepancy between the other documents?</p>
<p>Question on the CIP Supply line where the CPVC pipe connects between the dismantling joints and the expansion joints. I don't see my CPVC supplier making Flanged reducers can these Flanged reducers be made from Ductile Flange reducers or do they need to be CPVC also. Like on Page D308-A Section B.</p>	<p>Metalllic pipe is not acceptable in this system. Please provide a CPVC reducer.</p>

<p>1. Are exterior PEMB wall panels to be installed horizontally, as shown in detail A on page A003-B?</p> <p>2. Are interior PEMB wall liner panels to be installed horizontally, as shown in detail A on page A003-B?</p> <p>3. Wall panels are called out as concealed fasteners but also require edges to be fastened with exposed fasteners. Can we substitute wall panels as all exposed or all concealed fasteners?</p> <p>4. Roof Panels are called out as vertical standing seam with FM Global requirements, can we substitute a 3" trapezoidal standing seam with FM Requirements?</p> <p>5. Page A200-C calls out "4" metal wall and roof panels", is this a detail that needs to be revised to match specs, or are they calling for 4 inch insulated metal panels?</p> <p>6. Please confirm only members for headers, jamps, and sills of framed openings need to be galvanized (along with clips used for attachment)</p> <p>7. Confirm that PEMB end wall columns on grids 1 and 10 are to start 1 1/2" above elevation 3239. Matching PEMB main frame columns on grids C and B.</p> <p>8. If more X-Bracing is required than what is called out in design drawings are additional x-braces allowed or will it require portal frame bracing?</p> <p>9. Are exterior PEMB wall panels to be trimmed out where framed knockout areas are?</p> <p>10. Confirm that we are to install interior metal liner panels where framed knockout areas are?</p> <p>11. Is the entire framing for the knockout area to be designed to "knockout" or just the wall panels?</p> <p>12. Are there any tethering requirements for the knockout areas?</p>	<p>1. They are to be installed vertically. The wall legend on A003 shows section and plan views.</p> <p>2. Interior wall panels are to be installed vertically. The wall legend on A003 shows section and plan views of each wall type.</p> <p>3. All concealed.</p> <p>4. Yes</p> <p>5. No - drawings call out regular metal and roof panels. Panels are 1-1/2" to 1-3/4" depending on the manufacturer.</p> <p>5. Provide galvanized steel framing at all exposed primary and secondary framing including purlins and metal deck. Manufacturer's standard secondary framing behind liner panel is acceptable.</p> <p>7. 1-1/2" represents grout below baseplate.</p> <p>8. In general we prefer to avoid using portal frames as this would require us to modify the foundation. Additional bracing at Lines A, B, and C will be required to be portal frame bracing. Additional bracing at end walls may be provided north of Door 101. At east wall prefer to avoid bracing between grids A and B. At west wall avoid bracing at Door 113.</p> <p>9. Yes</p> <p>10. Yes</p> <p>11. Yes. Wall panels, liner panels, and temporary framing. Framing around opening to remain in place.</p> <p>12. Need clarification?</p>
<p>It appears that there is some under slab piping for the 16" Backwash waste/drain piping from the filter to the pumps. And for the backwash return line were it goes through the floor in the chemical storage room and comes out through the wall of the piping corridor were the raw water pipe is. Can you please confirm/provide plan sheets that show this piping? I have looked in the civil, plumbing, structural, & process pages and I cant find anything showing these pipes.</p> <p>On sheet D403 it shows a 6" drain pipe from the skids. But none of the piping is shown routed on any of the plan sheets. Also the piping materials type is not provided. What is the pipe material type and can you provide plan sheets that show the routing of the piping.</p>	<p>The piping is not under-slab. It is run through void spaces in the facility. See D304 for the backwash recycle and drain piping sections. The backwash recycle runs from the rapid mix area (shown on D300) to the chemical storage area and CIP room, respectively.</p>
<p>With confirmation from the Active Harmonic Filter Mfg. (Mesta) & Rockwell Automation, it is highly recommended that we don't put any Active Front End vfd's (PF755TL), downstream of a Active Harmonic Filter. Both units could resonate with one another and cause issues. All of the vfd's (both in the MCC & Floor Mount) are fed by 1 of 3 Active Harmonic filters. The purpose is redundant and highly not advisable. There is also some confusion on the vfd spec's: Sect. 26.29.23 Part 1, 1.01 A states any vfd for motors rated 10HP and larger, shall use an Active Front End Low Harmonic design. This conflicts w 26.29.23 Part 2, 2.01 A, which states: All other pumps (except 300HP Membrane Pumps & 400HP High Service Pumps) are PF753 or PF755TL. The City of Billings would like all vfd's to be PF753 or PF755 (Hi HP) vfd's. The Active Harmonic Filters, if sized properly, should mitigate the harmonic content of all vfd loads to IEEE 519 levels. We have also heard the City of Billings is wanting vfd's 100HP or higher to be free standing, floor mounted.</p>	<p>The 6" drain pipe is a PVC pipe that runs the length of the skids. It discharges into the trench drain. Harmonic mitigation:</p> <p>The use of the Active Front End VFDs along with the Active Harmonic Filters was two fold. First, was an attempt to minimize the need for larger Active Harmonic Filters, and in the process spread the harmonic filtering load among equipment to isolate any potential equipment failure to only portion of the total harmonic mitigation plan, per MCC. Second, was the large (300HP and 400HP) VFDs were found to require the same footprint comparing standard configuration, versus AFE. Active Harmonic Filters are currently shown as 100A on MCC-1 and MCC2, and 50A on MCC-3. The use of standard 6-pulse with 3% line reactor, Allen-Bradley 753 or 755 (100HP and greater) series or equivalent from other VFD manufacturers, is acceptable for all motor loads; HOWEVER, the active harmonic filters shall be increased accordingly - MCC-1 & MCC-2 = 500A total, split between 2 - 250A active harmonic filter units. MCC-3 = 150A. For MCC-1 & MCC-2, provide an additional feed and breaker at the MCC. IEEE 519 harmonics require</p> <p>For the time being, room size and layout necessitates VFDs be provided in location shown; VFDs currently inside</p>

<p>What are subcontractors to do if they cannot deliver sealed bids to the DAC office?</p>	<p>Please email bids to Jason Schaefer with Burns and McDonnell on or before the bid date. jschaefer@burnsmcd.com</p>
<p>Will this project will require seismic bracing of electrical support systems and cable trays? Spec 26 05 36 cable trays 1.06 c indicates seismic restraints design required. in the past we have been told that this area does not fall in a zone that would require seismic bracing, maybe this is boiler plate spec?</p>	<p>See S003 for the seismic requirements for the facility.</p>
<p>The bid documents indicate that contractors must bid complete bid packages as indicated by DAC, but it also says the separate material quotes and incomplete subcontract quotes can be emailed to DAC. Does this mean that a utility subcontractor can submit bids directly to DAC without submitting to a subcontractor this is bidding the complete Bid Package #1?</p>	<p>1) A utility contractor cannot submit bids directly to DAC for Bid Package #1. DAC's intent with the statement: DAC is bidding to self-perform some of the Bid Packages (Misc Metals, Process Pipe, and Process Equipment, and may need to fill in on any scope gaps). The intent was for equipment/material suppliers of these scopes to email their quotes to DAC, there are also some parts of those scopes that DAC will use a subcontractor on (example welded stainless steel pipe).</p>
<p>What are the expected sections and requirements (gravel, concrete, asphalt,) for the ramps, crane pads, temp laydown yards, parking, temp access roads?</p>	<p>Temporary civil sections shall be 6-inches</p>
<p>What are the requirements (concrete thickness, rebar, etc.) for the various concrete pads?</p>	<p>1) The concrete thickness and rebar are called for on Sheet S005-C.</p>
<p>Section 5 of Bid Package 01- Site Civil, states for "supply and installation of complete SS lift station package", yet bid package 06 process equipment also references lift station equipment. Please clarify which section Lift Station equipment should be priced in.</p>	<p>SS Lift Station shall be included in Bid Packages 01, not Bid Package 06</p>
<p>Please clarify if subcontractors are to assume responsibility for QC Testing during their respective scopes of work or will the owner assume these costs through their QA Testing?</p>	<p>DAC will assume all QC testing cost</p>
<p>Please clarify if subcontractors are to assume responsibility for Site Photographs in accordance with Section 01 32 33 for respective scopes?</p>	<p>1) DAC will assume responsibility of Site Photographs.</p>

<p>Should the contractors assume that October 2023 Technical Specifications provided will govern over September 2022 Technical Specifications provided, except for sections that do not exist in October 2023 Tech. Specs.?</p>	<p>The October 2023 Technical Specifications are the only Technical Specifications to be used. The technical specifications that have been previously issued are not to be used.</p>
<p>Are liquidated damages and insurance sections provided within the DRAFT DAC subcontract agreement correct for bidding purposes or will they be modified to reflect DAC's agreement with The City of Billings?</p>	<p>Yes, they will be modified to reflect DAC's contractual obligations with the City of Billings</p>
<p>According to preliminary baseline schedule, it appears that this contract will fall under the Multiyear Contract section of the Prevailing Wage Determinations posted. Please clarify that the intent is to have each respective subcontractor include these increases with their bid and DAC does not intend on including a provision within their agreement with the City of Billings.</p>	<p>Correct. This will be a multi-year project. Each subcontractor is to include with their price, labor escalation that may occur throughout the duration of the project</p>
<p>MDT Detail on Sheet C507 appears to call for a top cable on the chain link fence. Spec section 32 31 13 calls for top rails. Can you confirm which system is to be provided?</p>	<p>Top rails are to be provided, per the written specification (takes precedence over the standard detail).</p>
<p>Regarding: FE/FIT-1000 Raw Water Inlet 24" with local Transmitter (Lower Level), Remote Display / Totalizer (Upper Level), Drawing E115, E140, I100 FE/FIT-3013 HSP Discharge Flow 24" with local Transmitter (Lower Level), Remote Display / Totalizer (Same Level), Drawing E142, I302 FE/FIT-4002 Sedimentation Waste Flow 4" with local Transmitter (Lower Level), Remote Display / Totalizer (Upper Level), Drawing E115, E140, I400 Section 40 70 00 2.09 A. 1. calls for Flowmeters with Integral Transmitters. The Drawings show the FE/FIT together at one location and a FI/FY at another location. If the FIT is integral to the Flowmeter (FE), then the display will also be integral to the Flowmeter (FE). The only way to provide a display at another location would be as a Process Display mounted in an enclosure. This would require (2) remote displays, for FI and FY. Please clarify the requirement for both an Integral Transmitter and a remote display(s), and provide specifications for the remote display, if they are required</p>	<p>The FY/FI's, per Section 40 70 00 - 2.11, can be a simple RED Lion PAX type display, as long as it has 4-20mA in and retransmits 4-20mA out to the PLC; additionally the FE/FIT will send a pulsed output for tracking a totalized flow signal totalized by the flow meter. The P&IDs show the FE (element - the flow tube) directly adjacent to the FIT (indicating transmitter). The FIT send the 4-20mA signal to the Red Lion (or equivalent) for remote display. The FY/FI then transmits a 4-20mA matching its input to the PLC. The FQI and FI in the top boxed bubbles are display at the SCADA HMI. The above should be applied to all flow meter locations.</p>

<p>Section 40 62 00 2.02 GENERAL states: B. Treatment Plant Construction Contract System Integrator Package: Provide 2 redundant HMI servers, 1 Historian server, 2 desktop workstations, and 2 workstation laptops.</p> <p>Section 40 68 00 PART 1 - GENERAL states: 4. The system shall have client nodes as follows: a. One Operator Workstation thin client nodes as indicated. b. OIT on the PLC control panel. c. Clients shall be implemented as thin clients</p> <p>Q1. Please clarify what hardware is required and which hardware will be HMI SCADA Client nodes. We are assuming that (2) Desktop Workstations and (2) Laptops will be Clients.</p> <p>Q2. Please verify that the OIT on the PLC Control Panel is to be an EXOR OIT version using JMobile runtime and not a SCADA HMI Client machine.</p> <p>There are no flow controls shown or specified for Analyzer feed controls. This is typically provided with a Rotameter device. Please clarify whether flow control devices are required and should be provided</p> <p>Analyzer Panels: There is currently no specification for providing Analyzer groups pre-mounted and plumbed on Analyzer Panels. Please clarify whether pre-assembled Analyzer Panels are to be provided by the Integrator, or Analyzer equipment is to be provided loose for field installation.</p> <p>Addendum 3 states: Please include keyence ultrasonic flow meters on the sodium hypochlorite feed points to the clearwell and high service pump station (a total of two meters for the sodium hypochlorite system) and one meter on the coagulant feed line. The meters shall be located on the chemical feed panels. Chemical feed panel suppliers shall provide associated tubing required for the meter connections. Please clarify who is responsible for provision of these flowmeters?</p> <p>Can you confirm that the sound attenuation blanket as seen on the architectural sheets is a future installation and not to be provided under this contract?</p> <p>Please see attached spec sheet for the R-panel profile – 24 gage we are utilizing for the exterior wall panel and interior liner panel on this project. This is an exposed fastener panel, which is required in order to properly frame out the “knockout” wall panel sections. You cannot frame these with a concealed fastener panel because there is no way to temporarily remove the wall sections for equipment access and re-install with a concealed fastener panel in order to meet the design intent. Additionally, these panels will be installed properly and trimmed out to be weathertight. One other item to note is that concealed fastener panels are much more expensive and are prone to oil canning.</p>	<p>Response Q1 - Assumption in Q1 is correct. The 2 redundant rack mount servers are the "servers" to the system, and the workstations and laptops are the clients to the system.</p> <p>Response Q2 - Per information from the City provided to the Engineer, the EXOR OIT with JMobile software is correct.</p>
<p>See section 2.10 of specification 33 12 16 for requirements.</p>	<p>See section 2.10 of specification 33 12 16 for requirements.</p>
<p>Ultrasonic flowmeters will be supplied by the chemical feed panel suppliers.</p>	<p>Ultrasonic flowmeters will be supplied by the chemical feed panel suppliers.</p>
<p>Sound attenuation blanket is a future installation and not provided under this contract</p>	<p>Sound attenuation blanket is a future installation and not provided under this contract</p>
<p>Exposed fasteners are acceptable. Provide exposed fasteners for the pre-engineered metal building.</p>	<p>Exposed fasteners are acceptable. Provide exposed fasteners for the pre-engineered metal building.</p>

<p>Please clarify the overall uniform collateral load requirements for this project. Based upon our coordination with the design team, which aligns with the preliminary reactions we have previously provided the design team, we have designed for a uniform overall collateral load of 10 psf [5 psf for general electrical / sprinkler / mechanical + 5 psf allowance for installation of future solar panels]. In addition to this uniformly applied collateral load, we are designing for all the point loads and cable tray loads called out on sheet S114. Please confirm this approach is still acceptable and that we don't need to be designing for 10 psf for general electrical/sprinkler/mechanical + 5 psf for future solar panels = 15 psf total</p>	<p>5psf for general electrical/sprinkler/mechanical and 5 psf for solar in addition to specified cable tray loading and pick points is required. Drawings will be updated to clarify.</p>
<p>I can not find any requirements for the Mud Mat under the mat slab anywhere in the drawings, specs, or Geotech report.</p> <p>MPW has a spec for CLSM or CDM. This is an excavatable mix. I don't think that we want to use that for the mud mat. I am guessing we want like 1,000 or 2000-psi?</p>	<p>You are correct. Our contract documents don't specify the mud mat material. Terracon has recommended flow fill with 150 psi compressive strength at 28 days. Please provide a material meeting this strength and MDT Standard Specifications for Road and Bridge construction - section 551 Hydraulic Cement Concrete, Section 551.03.2, Paragraph F Controlled low strength material. Contract documents will be revised to clarify this requirement for the mud mat</p>

Engineer's Modifications to the Documents

Specification Section 26 29 23 - Variable Frequency Motor Controllers

Please modify the approved manufacturers list as indicated below.

Approved Manufacturers:

- 1.Allen-Bradley with Models as Basis of Design.
- 2.ABB
- 3.Siemens
- 4.Schneider Electric
- 5.Engineer Approved Equal

Specification Section 26 13 16 - Medium Voltage Fusible Interrupter Switchgear

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

- 1.Eaton
- 2.S&C
3. Schneider Electric
4. ABB
5. Siemens.
6. Engineer Approved Equal.

Specification Section 26 22 13 - Low Voltage Distribution Transformers

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

- 1.Eaton.
- 2.General Electric Company.
- 3.Sola/Hevi-Duty, Emerson Electric Co.
- 4.Siemens.
- 5.Square D, Schneider Electric.
- 6.ABB
- 7.Engineer Approved Equal.

Specification Section 26 24 13 - Switchboards

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Eaton
2. Siemens Corporation.
3. ABB.
4. Schneider Electric.
5. Approved Equal.

Specification Section 26 24 16 - Panelboards

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Eaton
2. Siemens Corporation.
3. ABB.
4. Schneider Electric.
5. Approved Equal

Specification Section 26 24 19 - Motor Control Centers

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Allen-Bradley, Rockwell Automation, Inc.
2. Eaton.
3. ABB.
4. Siemens.
5. Schneider Electric.
6. Approved Equal.

Specification Section 26 43 13 - Transient Voltage Suppression For Low-Voltage Electrical Power Circuits

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Allen-Bradley, Rockwell Automation, Inc.
2. Eaton.
3. ABB.
4. Siemens.
5. Schneider Electric.
6. Approved Equal.

Specification Section 26 29 00 - Low Voltage Controllers

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Allen-Bradley, Rockwell Automation, Inc.
2. Eaton.
3. ABB.
4. Siemens.
5. Schneider Electric.
6. Approved Equal.

Please include keyence ultrasonic flow meters on the sodium hypochlorite feed points to the clearwell and high service pump station (a total of two meters for the sodium hypochlorite system) and one meter on the coagulant feed line. The meters shall be located on the chemical feed panels. Chemical feed panel suppliers shall provide associated tubing required for the meter connections.

Conduit in the chemical rooms shall be sch80 PVC in lieu of fiberglass reinforced plastic.

Change the temp electrical to be paid by City of Billings in the specification

Update the site glass from Jogler to a PVC site glass, per the City's direction.