ADDENDUM NO. 1
SOUTHGATE MALL MARY AVENUE/THEATER - PHASE 1A IMPROVEMENTS
May 6, 2016

ADDENDUM ACKNOWLEDGEMENT

Bidders shall acknowledge receipt of this Addendum number and date on Page 00300-1 of the Bid Form. Failure to acknowledge this Addendum may be cause for rejection of the bid.

The following are amendments to the contract documents and plans for the SOUTHGATE MALL MARY AVENUE/THEATER - PHASE 1A IMPROVEMENTS, Missoula, MT.

DIVISION 0 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

BID FORM

Bidder shall submit bids on the Addendum 1 Bid Form, attached as part of this addendum.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010 – SUMMARY OF WORK
Delete the previously issued Section 01010 Summary of Work and replace with the revised 01010 attached.

SECTION 01570 – TRAFFIC CONTROL
Delete the previously issued Section 01570 Traffic Control and replace with the revised 01570 attached.

TRAFFIC CONTROL PLANS
Traffic Control Plan sheets TC1 – TC13 are included as an attachment to this Addendum. Sheets TC5 – TC8 are applicable to this contract with the remaining sheets included for informational purposes only. These sheets are to replace the previously issued Theater Addition sheets C 1.5 – C 1.7.

DIVISION 2 – SITE WORK

SECTION 02529 – CONCRETE SIDEWALKS, DRIVEWAYS …
CLARIFICATION – SP 02529 includes references to “Colored/Patterned Sidewalk”. All Sidewalks and 8” Concrete Paving for this project will have a medium broomed finish. There is no Stamped Surface pattern on any of the flatwork. The Pattern will be established by the jointing plan and alternating colors of concrete as shown on Sheet C2.5.
PLAN SHEETS
Updated plan sheets are included with this Addendum and noted as revised in the title block. Use these plan sheets for bidding purposes. Updated bid forms are issued with this addendum corresponding to the updated plan sheets.

REVISIONS TO THE PLAN SHEETS
Minor revisions have been made to the THEATER ADDITION CIVIL PLANS such as buried electrical line routing, junction box location meter pit addition, minor finished grade elevations etc.
Substantial revisions have been made to the THEATER ADDITION LANDSCAPE PLANS.

Minor revisions have been made to the MARY AVENUE EXTENSION PLANS including 2 additional luminaires, revised buried electrical conduit routing, minor finished grade elevations etc.

END OF ADDENDUM 1
DELETE SECTION 01010 “SUMMARY OF WORK” IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

PART 1: GENERAL

1.1 SUMMARY

A. PROJECT LOCATION: The project is located at Southgate Mall in Missoula, Montana.

B. General work included in this section:

1. Furnish all labor, materials, and equipment required in accordance with provisions of the Contract Documents.

2. Completely coordinate with work of all other trades.

3. Although such work may not be specifically indicated, furnish and install all miscellaneous items incidental to or necessary.

1.2 WORK COVERED BY CONTRACT

A. The work includes demolition, clearing and grubbing, project removals, excavation, embankment, new roadway construction and paving, new concrete curb and gutter, sidewalk construction, storm drain facilities, dry utility coordination, landscaping items, signing, striping, lighting, and related work in accordance with the Plans and Specifications.

B. The Site work portion of this project is divided into 2 schedules. Both Site work schedules will be awarded to the same Contractor. The separate schedules are provided as a result of a portion of the entire work being reimbursable by the Missoula Redevelopment Agency (MRA). The reimbursable work must be accounted for separately with special conditions applicable to this work, to include Prevailing Wages (see Section 01060). The Contractor is to set up billing and payroll such that the work billed and associated payroll reports are divided accordingly per schedule. The actual work will all occur as a single project “Southgate Mall Theater Addition Phase 1A”.

The Schedule for “Southgate Mall Theater Addition Phase 1A – Site Plans” includes all site work and quantities for the area indicated as THEATER ADDITION PHASE 1A on sheet C1.4.
This site work does NOT include prevailing wages.

The Schedule for “Southgate Mall Theater Addition Phase 1A - Mary Avenue Extension” includes all site work and quantities for the area indicated as MARY AVE EXTENSION PHASE 1A on sheet C1.4. This site work INCLUDES prevailing wages as noted in Section 01060 (Special Conditions).

1.3 CONTRACTOR'S USE OF PREMISES

A. The project will be constructed within existing property, right-of-ways or easements. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use due care in placing construction tools, equipment, excavated materials, and supplies, so as to cause the least possible damage to property and interference with traffic and property. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

The Contractor shall not occupy for any purpose with men, tools, equipment, construction materials, or with excavated materials, any private property outside the designated boundaries without written permission from the property owner. If written permission is necessary for Contractor access to private property, the Contractor shall obtain consent from, and shall execute written agreement with, property owner.

The Contractor shall limit his use of the work areas and easements for Work and storage. The Contractor assumes full responsibility for the protection and safekeeping of products and materials the Contractor has stored on the work site. Contractor shall move any stored products, or materials, under the Contractor's responsibility, which interfere with operations of other contractors working within the easement areas or right-of-ways. Contractor shall obtain and pay for the use of any additional storage or work areas if needed for the Contractor operations. The Contractor shall confine all materials storage, equipment storage and employee and subcontractor parking to the areas legally acquired. The Contractor shall not store materials or equipment, nor shall employees of the Contractor or subcontractors park automobiles in a manner that hinders public access or safety. The Contractor shall restore any areas used for materials storage, trailers, offices, equipment storage, or employee and subcontractor parking to their original condition or better.

B. There is currently work being performed on this site which may not be complete upon award of this contract. Contractor is to coordinate with the current work in progress and allow for uninterrupted completion of work in progress. This work includes Utility Relocation work around the perimeter of the Theater building site (Water Main in future Mary Ave and service stubs) and construction on the Paxson Plaza building.
1.4 WORK SEQUENCE – PROJECT PHASING

A. General: Construct work in phases as detailed in the Phasing Plans (C1.5, 1.6 and 1.7) THE TRAFFIC CONTROL PLAN SHEETS TC5 – TC8 PER THIS ADDENDUM to allow for uninterrupted public access during construction to the extent possible. Coordinate construction schedule and operations, to include traffic control, with the City of Missoula, Engineer, and Owner. The Contractor shall plan, schedule, and coordinate his construction operations and activities in a manner that will facilitate the progress of the work included in these Contract Documents, while minimizing disruption and inconvenience of any businesses owners, landowners, and general public.

B. May 19 – Sept 15 JUNE 1 – SEPT 15, 2016. Refer to Sheet C1.5 TC5. The temporary fencing, detour and signage shown will be installed prior to this contract. Contractor will assume responsibility for and maintenance and costs of all in place fencing, signage and detour upon execution of this contract. Work to occur in this timeframe is any building construction activity and site work within the fenced boundary. Mary Ave is to be constructed complete curb to curb and be open for traffic on or before Sept 15, 2016.

Sept 15 – Oct 31, 2016. Refer to Sheet C1.6 TC6 Building construction activities continue. With traffic now on Mary Ave, the detour can be removed and work can commence on the parking lots south of Mary Ave. Oct 15 – Nov 1 time frame is to remove all construction activity from outside the Building site perimeter fence and allow for unobstructed Christmas Shopping season.

SPECIAL ATTENTION IS CALLED TO TC7. DUE TO HOLIDAY SHOPPING, NO WORK OUTSIDE OF THE FENCED BOUNDARY SHOWN IS TO OCCUR BETWEEN NOV 1, 2016 AND JAN 2, 2017. WORK OCCURRING OUTSIDE THE FENCED BOUNDARY IN THIS TIME FRAME IS SUBJECT TO A $5,000 PER DAY LIQUIDATED DAMAGES. CONSTRUCTION WITHIN THE FENCED BOUNDARY MAY CONTINUE THROUGH THIS TIME FRAME.


Jan 3 – June 1, 2017. Refer to Sheet C1.6 TC8. Complete all remaining work.

C. The Contractor shall develop and submit to the Owner and Engineer for approval an initial baseline construction schedule at, or prior to, the pre-construction conference. The schedule must be submitted in Critical Path Method, and breakdown the work for each phase to outline all construction activities associated with the project. Phasing, sequencing, critical path, and logic of activities shall be indicated within the schedule. No constraints shall be used including those to fix
a start or completion date of any activity. The schedule shall be resource loaded and indicate major milestones. The Contractor shall submit for approval the initial baseline construction schedule, make all necessary correction and revisions, and work to have the baseline schedule approved by the Owner within 15 days of the Notice To Proceed. Progress payments may be withheld or construction activities may not be allowed to proceed on the site until the baseline schedule has been approved.

Contract performance shall be monitored by comparing an activities completion of the progress schedule against the approved baseline schedule. The Contractor shall submit a progress schedule at regular intervals, determined by the Owner, indicating the progress made during the period, the activities started or completed during the interval, percentage complete for each activity, and the activities expected to be worked on during the next interval. A progress schedule shall be updated by the Contractor for review and discussion at the progress meetings. The progress schedule shall show the baseline schedule bars underneath the progress bar to indicate performance.

The Contract completion dates cannot be altered without an approved change order. An executed change order may allow the additions or deletions of certain durations and activities. Additional time may be allowed for activities on the critical path only. It shall be understood that additional time, if any, is allowed for certain activities only, and may or may not impact the completion date.

C. The Contractor shall coordinate all activities with the Engineer, Owner, landowners, and utility companies associated with the Project, and with any other contractors working within the Project limits. If the Contractor does not achieve any critical dates as listed above, the Owner shall have the authority to stop all other work on the Project until such critical work has been completed. The contractor shall have no claim for additional time or cost associated with such stoppage of work to complete the critical work item.

1. **Contractor shall submit overall phasing plan, schedule of construction, and initial traffic control procedures as required by the specifications and special provisions for approval.**

2. **The Owner has submitted for the Storm Water Pollution Prevention Plan to DEQ and City of Missoula. The SWPPP application packet is part of these contract documents. The Contractor will be named as the Administrator and will be responsible for permitting and installing all BMP’s necessary prior to the start of construction. The initial Erosion Control Plan is included of the plans. The Contractor will administer the SWPPP including all inspections, modifications, maintenance and reporting.**
3. **Contractor shall contact the dry utility companies and provide a copy of their anticipated construction schedule. Contractor shall be responsible to coordinate installation/relocation of each utility, and include the utility schedule within the project schedule.**

4. **Contractor shall secure City of Missoula permits prior to the start of construction. City of Missoula permits are required for the Mary Ave new construction work (Excavation, Curb, Sidewalks and Paving)**

5. The Contractor shall generally be able to work in the sections of the project as desired with minimal restrictions with the exception of traffic control restrictions and utility relocation and installation restrictions as required. Contractor shall comply with all critical dates indicated in paragraph 1.4.B.

6. **Contractor shall meet the completion date indicated within the Agreement Form.**

D. **SEQUENCING:** Sequences other than those specified above will be considered by the Owner and Engineer as a Value Engineering proposal, provided they afford a benefit to public convenience, and follow the general guidelines provide within the special provisions. Owner and Engineer shall have final approval of phasing plan.

E. **Work Hours:** Work outside the regular working hours, including night work and weekends, will not be allowed without prior approval of the City of Missoula and the owner, with evidence that it is in the interest of public convenience and timely completion of the project. No additional payment or contract time will be allowed if a variance is required.

### 1.5 DUST CONTROL

A. The CONTRACTOR shall be required to provide dust control throughout the duration of the Project. The Contractor shall use due diligence to water excavated materials, haul roads, etc. to the extent warranted to minimize dust impacts. All costs associated with dust control, including supply of water, shall be incidental to the work.

### 1.6 SUBSTANTIAL COMPLETION

A. All work associated with this project shall be Substantially Complete with all roadways open to traffic by the completion date set forth in the Agreement, phasing plans, and as indicated above. For the purposes of establishing when the project is Substantially Complete and suitable for its intended purpose, all components and work elements described in Paragraph 1.2 shall be complete as outlined within the specifications.
B. Final Completion of total project: Additional work elements that shall be completed for Final Project Completion, and are not required for Substantial Completion, include:

1. Any required repairs to the CONTRACTOR staging and storage areas.

2. Final punchlist items specifically allowed by the Engineer.

1.7 FINAL COMPLETION, CORRECTION PERIOD, AND FINAL PAYMENT

A. As a basis of issuing final completion, final payment, and starting the 2-year correction (warranty) period per the General Conditions, the CONTRACTOR shall be required to complete all requirements within the City of Missoula Engineering/Utility Section Administrative Rule No. 661 (Appendix A of Section 01010 - attached). The date establishing the 2-year warranty period for the entire project shall be the date referenced in the City of Missoula’s acceptance letter. The CONTRACTOR shall be responsible to assist the ENGINEER with all required documentation for submittal to the City of Missoula, and the ENGINEER will work diligently to prepare and submit the required information. There will be no basis for claim or delay associated with the time to submit and review required documentation in order for the City to accept the Project.

1.8 REGULATORY REQUIREMENTS

A. The CONTRACTOR shall comply with all Federal, State, and local laws, regulations, codes, and ordinance applicable to the Work.

B. References in the Contract Documents to local codes shall mean City of Missoula, Montana.

C. Other standards and codes that apply to the Work are designated in the Specifications.

1.9 ACCESS BY ENGINEER, OWNER AND OWNER’s REPRESENTATIVES

A. Authorized representatives of the Engineer, City of Missoula and Owner shall at all times have access to the Work where it is in preparation or progress. The Contractor shall provide proper facilities for access and inspection.

1.10 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

A. All pavement, surfacing, landscaping, driveways, curbs, walks, buildings, utility poles and boxes, guy wires, sprinkler systems, irrigation systems, fences, signs, and other surface or subsurface structures removed or damaged by construction
operations, shall be restored to their original condition as determined and approved by the Engineer (unless shown otherwise on the plans). All replacements shall be made with new materials.

B. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by construction operations.

C. Restore to their original condition, pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations.

D. Use new materials for replacements of all damaged items.

E. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, that may be caused by transporting equipment, materials, or workers to or from the Work or any part or site thereof, whether by Contractor or Contractor's subcontractors or suppliers.

F. Make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, any damaged property concerning its repair, replacement, or payment of costs incurred in connection with the damage.

G. Keep fire hydrants and water control valves free from obstruction and available for use at all times.

H. In areas where the Contractor's operations are adjacent to or near a utility and such operations may cause damage that might result in expense, loss, and inconvenience, the operation shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.

I. Notify all utility offices that may be affected by the construction operation at least 48 hours in advance. Before exposing any utility, the utility having jurisdiction shall grant permission and may oversee the operation. Should service of any utility be interrupted due to the Contractor's operation, the proper authority shall be notified immediately. Contractor shall cooperate with the said authority in restoring the service as promptly as possible and shall bear any costs incurred.

PART 2: PRODUCTS – NOT USED

PART 3: EXECUTION – NOT USED

PART 4: MEASUREMENT AND PAYMENT – NOT USED

END OF SECTION 01010
SECTION 01570

TRAFFIC CONTROL *(MPWSS, as amended)*

DELETE SECTION 01570 “CONSTRUCTION TRAFFIC CONTROL” IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

PART 1: GENERAL

1.1 SUMMARY

A. The Contractor shall schedule his construction operations in a manner which will assure that the safety and convenience of motorists, business and residents and the safety of construction workers and the general public are adequately met at all times.

B. Contractor shall be responsible for the development and submittal for final approval of all traffic control procedures associated with the project. Contractor shall work closely with the Owner, Engineer and City of Missoula in the development of the project phasing and associated traffic control measures, and shall follow all local standards in relation to any detours or road closures necessary to complete the work.

C. TRAFFIC CONTROL PLANS SHEETS TC1 – TC13 FOR THE OVERALL DEVELOPMENT HAVE BEEN INCLUDED BY ADDENDUM. SHEET TC1 – TC4.1 REFER TO WORK PRIOR TO THIS CONTRACT. SHEET TC5 – TC8 APPLY TO THIS CONTRACT. SHEET TC9 – TC13 REFER TO FUTURE WORK.

PART 2: PRODUCTS

2.1 GENERAL

A. The Contractor is solely responsible for the construction traffic control devices, and the material, use, and types of all traffic control devices. All products used for traffic control shall meet the requirements of OSHA and the MUTCD (Manual of Uniform Traffic Control Devices for Streets and Highways) and Local Standards.

PART 3: EXECUTION

3.1 SUMMARY

A. Construction phasing and traffic control will be critical components to the success of the project due to the high traffic usage and peak hour demands on the existing roadways and businesses. Refer to the Phasing plan sheets C1.5 – 1.7 TRAFFIC CONTROL PLANS SHEET TC5 – TC8 PER THIS ADDENDUM for overall
project phasing and associated timing and details. The Traffic Control as shown on Sheet C1-5 TC4.1 will be in place upon execution of this contract. Contractor to assume all responsibility of maintenance and costs of the in place traffic control upon execution of this contract. Also refer to section 1.4 Work Sequencing in SP 01010 Summary of work. Contractor shall work closely with the Owner, Engineer and City of Missoula in determining their traffic control procedures, and allow adequate time for review of each phase of traffic control. Contractor shall allow 1-week review time for traffic control phasing allowing single and double lane traffic, and 2-week notice if proposing a road closure and associated detour. Contractor shall follow City of Missoula traffic control procedures and regulations. A copy of the City of Missoula’s Administration Rule No. 651 (Public Street Closure Notice Requirements) is included within Appendix A for the Contractor’s use.

B. Prior to starting work or altering an approved segment of the traffic control plan, the Contractor shall submit to the described authorities, their plan for barricading, signing, detouring and securing the project area and its related traffic and all such measures shall be in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways (2009). The Owner, Engineer and City of Missoula shall have final authority for the review and approval of traffic control and may direct the Contractor to provide additional items at no additional compensation if, in their estimation, the proposed plan does not adequately address the safety and convenience of the public and/or does not conform to the required standards. No work shall commence or advance until the related traffic control plan is approved. Therefore, the initial plan must be submitted prior to issuance of the Notice to Proceed. The Contractor shall then install all required traffic control facilities prior to commencing work and maintain such throughout the project. The Contractor shall notify property owners a minimum of 72 hours in advance of private driveway closures. Private driveways that are closed due to construction should be reopened as soon as possible.

C. Contractor shall work closely with the owner, businesses and residents along the project corridor and work out access arrangements with each resident during each phase of the project.

D. Pedestrian Traffic Control - The Contractor shall provide safe and continuous passage for pedestrians at all times in those areas where designated pedestrian routes are existing and in use. The Contractor’s traffic control plan shall detail pedestrian passages in conformance with the latest edition of Public Right-Of-Way Accessible Guidelines (PROWAG), in addition to traffic routing. Provide and maintain business access signing to all businesses affected by pedestrian and vehicle detours. The Contractor shall provide pedestrian traffic control as described below.

Maintain ADA accessible pedestrian access corridors at all times through the construction zone. Provide 5-foot minimum width temporary protective corridors
(orange construction fence and signing to delineate pedestrian corridors, at a minimum).

3.2 TRAFFIC CONTROL SIGNING COMPLIANCE

A. The CONTRACTOR is solely responsible for the construction traffic control devices, and the material, use, and types of all traffic control devices shall meet the requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

3.3 NOTIFICATION OF CONSTRUCTION

A. The CONTRACTOR shall be responsible for notifying all State, County, City, local or private services, departments, agencies, or organizations whose normal or emergency services may be affected by the construction activity. Notification shall be made at least seventy-two (72) hours in advance of the proposed construction activity. Immediately after the applicable construction activity has been completed, the notified department, agencies, or organizations shall be contacted and informed that the affected highway, road, street, alley, or access is open for normal traffic flow.

3.4 TRAFFIC CONTROL PROCEDURES

A. When construction operations are conducted along streets and roadways, the Contractor shall have proper signs and barricades in place at each side of the work site. All public thoroughfares that are closed to traffic shall be protected by means of effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section. All barricades and obstructions shall be illuminated by means of warning lights at night. All lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway right-of-ways, as required by the authority having jurisdiction thereover. When it is necessary for the Contractor to leave a section of trench open, materials stockpiled or equipment parked alongside the street at the end of a work day, or prior to weekends or holidays, the Contractor shall, with the approval of the Engineer, install adequate barricades, vertical panels, or delineators at the work site. Trenches across privacy driveways shall be backfilled immediately after installing pipe. All private access shall be open at the end of each workday and on weekends and holidays. When trenching operations disturb the edge of the paved street so as to create a traffic hazard, vertical panels or delineators shall be placed, as approved by the Engineer, until the street is repaired. All signs and barricades shall be attached to portable mounts.
B. The Contractor shall have an emergency contact(s) available during all working and non-working hours, to include weekends and holidays, for notification of replacement, re-erection, or corrections to traffic control devices.

3.5 ACCESS FOR EMERGENCY SERVICES

A. Full time access to and from fire station(s) and other locations where emergency vehicles are housed will be provided. It shall be the Contractor’s responsibility to coordinate with local emergency providers to determine emergency vehicle locations.

PART 4: MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

A. Measurement and payment for Traffic Control will be made at the lump sum price listed in the Bid Form and shall include all labor, material, equipment, and incidentals required to provide traffic control per all local and state requirements and per the requirements contained within this Section 01570. Progress payments for Traffic Control will be made monthly and will be paid at the same percentage as the total work complete each month.

END OF SECTION 01570