

## SPECIAL CONDITIONS

1. The Contractor shall examine the site and all conditions thereon and shall take into consideration all such conditions as may affect the work under the contract.
2. The Contractor shall have a valid Montana Contractor's License.
3. The Contractor shall warrant and guarantee all work performed under this Contract for a period of two (2) years from the date of substantial completion, unless the work has been abused by or neglected by the staff of the Montana Fish, Wildlife and Parks, Miles City, MT.
4. Damage: Any work damaged by failure to provide adequate protection shall be removed and replaced at the Contractor's expense. Any damage to any existing structures or landscaping caused by the Contractor or their negligence shall be their obligation to repair at no cost to the Owner.
5. Toilets: The Contractor shall supply their own toilet facilities and shall not use public or staff toilets located within the FW&P complex, unless otherwise agreed upon with the Fish Hatchery Manager prior to the start of work.
6. Clean-up: The Contractor shall remove all temporary protection and all debris attributed to the execution of the Contract.
7. Demolition and construction waste must be removed from the site each day or placed in Contractor furnished waste receptacles. The Owner's waste receptacles shall not be use by the Contractor. Construction waste includes roofing nails and scraps as a result of the reroofing project.
8. The Contractor shall be responsible for all building permits, fees, and licenses required for the work in this Contract.
9. Telephone: The Contractor shall provide a cellular telephone for the project superintendent's use and provide the Engineer with the phone number.
10. The Contractor or workman shall not park private vehicles or equipment in parking spaces designated for visitor or employee use. Designated parking for the Contractor, workmen, and equipment shall be determined by the Owner's project representative.
11. The contractor shall not drive vehicles or equipment on the yard areas or off established roads unless approved by the Owner's project representative. Damage to the landscape areas shall be repaired by the Contractor at no cost to the Owner.
12. The Contractor shall schedule work between the hours of 7:00 a. m. to 7:00 p.m. on working days Monday through Friday, any adjustments to this schedule must be approved by the Owner's project representative. Saturday and Sunday work may be allowed if approved by the Owner.
13. Undesirable language and other such devices are hereby specifically prohibited on the project site.

END OF SECTION