

SPECIAL CONDITIONS

1. This yurt for this project will be supplied by Makoshika State Park. This contract includes but is not limited to site preparation, yurt assembly, deck construction, access path installation, and parking improvements.
2. Structural notes and specifications by supplier for the Yurt and deck can be found on sheet SO.1 of the plan set.
3. 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.
4. The Contractor shall have a valid Montana Contractor's License.
5. 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.
6. 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 State Park Manager prior to the start of work.
7. Clean-up: The Contractor shall remove all temporary protection and all debris attributed to the execution of the Contract.
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

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Work shall meet or exceed all specifications set forth in the project manual and the manufacturer's specifications. If there is a conflict between specifications, the more stringent will apply, unless otherwise specifically authorized by the Owner.

1.2 PROJECT INFORMATION

A. Project Identification: Yurt Installation at Makoshika State Park

1. Project Location:
1301 Snyder Drive
Glendive, Montana 59330

B. Owner: State of Montana Fish Wildlife & Parks, Miles City, Montana.

1. Owner's Representative:

Kevin Harrington, Project Manager
State of Montana Fish, Wildlife and Parks
Design & Construction Bureau.
1522 Ninth Avenue
Helena, Montana
Phone: (406) 841-4009

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The work consists of the assembly of a Yurt and constructing a deck within Makoshika State Park at camping site number 21.
2. The excavation and installation of a four-foot-wide access path from parking area to the yurt.
3. Parking lot improvements including excavation, the placing and compaction of the base course surfacing and setting the parking pin down curbs.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas. Do not disturb portions of project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, the public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.5 OWNER-FURNISHED ITEMS:

1. Makoshika State Park has the Yurt to supply to the contractor. The project item is for construction installation of the yurt provided.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Material staging areas to be approved by Park Manager or authorized
2. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Project work will be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. Saturday and Sunday work may be allowed with Owner's approval.

- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
- D. Due to extreme fire condition smoking is not permitted within the park outside of a vehicle.

1.7 MISCELLANEOUS PROVISIONS

- A. See Special Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 – MEASURE AND PAY

- A. Bid Item 1 - Mobilization:

- 1. This item includes mobilization, demobilization, site clean up once project is complete.

- B. Bid Item 2 - Yurt Assembly and Installation:

- 1. This item includes site preparation including foundation, assembly and installation of the yurt, construction of the adjacent composite deck over timber frame.

- C. Bid Item 3 - Access path

- 1. Clear & grub access path alignment, subgrade compaction, base course placement and compaction, reseeding of disturbed slopes, temporary slope stabilization needed to prevent erosion during revegetation post construction.

- D. Bid Item 4 - Parking Lot Improvements

- 1. Clear and Grub area included in parking boundary, compaction of subgrade, ¾” minus base course placement and compaction

END OF SECTION

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

1. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.
 - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Engineer and authorities having jurisdiction.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system may be available for use without metering and without payment of use charge. Contractor must review with Owner before start of work. Provide connections and extensions of services as required for construction operations. Contractor must plan on providing portable generators for the project.

1.3 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units. Contractor's option- Field office not required at project site

- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations. Contractor's option – Storage shed not required at project site.
- C. Toilet Facility: Locate port-a-jon as directed by Owner's project representative.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Connect to existing service.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will not be permitted.
- C. Electric Power Service: No power is available at the site.
- D. Telephone Service: Provide job superintendent with a cellular phone to use on the job site or away from the job site.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. The Owner's waste receptacles shall not be used by the Contractor.
- C. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Tree and Plant Protection: Protect vegetation from damage from construction operations. Replace vegetation damaged from work in this Contract. Replace damaged trees and plants as directed by the MT FW&P landscape architect and/or Engineer. All costs are to be borne by Contractor.
- D. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Submittal at Substantial Completion.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

1.4 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning:

1. Complete the following cleaning operations before de-mobilizing from the site and requesting final inspection.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove from concrete walkways and pavement stains, and other foreign deposits caused by construction activities.
 - c. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances caused by construction activity.

END OF SECTION

