

# Montana Fish, Wildlife & Parks

## SPECIFICATIONS FOR WORK SPECIAL PROVISIONS

### Contents:

1. Project Description
2. Project Related Contracts
3. Site Inspection
4. Soils Information
5. Project Representative, Inspections, and Testing
6. Engineering Interpretations
7. Rejected Work
8. Utilities
9. Construction Safety
10. Materials Salvage and Disposal
11. Stored Materials
12. Staging and Stockpiling Areas
13. Security
14. Cleanup
15. Access During Construction
16. Construction Traffic Control
17. Sanitary Facilities
18. Contract Closeout
19. Measurement and Payment

## 1. PROJECT DESCRIPTION

The Project involves construction work associated with:

**First Peoples Buffalo Jump State Park HVAC Upgrades  
Fish, Wildlife & Parks (FWP) project # 7216307  
Located in Cascade County, MT**

The project generally includes replacement of the AC condenser units and forced Air heating units. Heating and cooling units are required to have equal or greater capacities as the existing units.

## 2. PROJECT RELATED CONTACTS

Project contacts are designated as follows:

**Owner:**

Montana FWP  
1420 E. Sixth Ave.  
PO Box 200701  
Helena, MT 59620-0701

**FWP Project Representative:**

Kevin Harrington  
FWP Project Manager  
1522 9<sup>th</sup> Avenue  
Helena, MT 59620  
406-841-4002 (wk)  
406-439-2876 (cell)  
406-841-4004 (fax)

## 3. SITE INSPECTION

All Bidders should satisfy themselves as to the construction conditions by personal examination of the site described in this document. Bidders are encouraged to make any - investigations necessary to assess the nature of the construction and the difficulties to be encountered.

## 4. SOILS INFORMATION

Geotechnical investigation work has not been done for this Project.

## 5. PROJECT REPRESENTATIVE, INSPECTIONS, AND TESTING

The Contractor's work will be periodically tested and observed to ensure compliance with the Contract Documents. Complete payment will not be made until the Contractor has demonstrated that the work is complete and has been performed as required. If the Project Representative detects a discrepancy between the work and the requirements of the Contract Documents at any time, up to and including final inspection, such work will not be completely paid for until the Contractor has corrected the deficiency.

The Project Representative will periodically monitor the construction of work to determine if the work is being performed in accordance with the contract requirements. The Project Representative does not have the authority or means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, personnel, and other means necessary to assure that the work is installed in compliance with the Drawings and Specifications, and laws and regulations applicable to the work. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Project Representative to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work as required.

The Contractor shall inspect the work as it is being performed. Any deviation from the Contract requirements shall be immediately corrected. Prior to any scheduled observation by the Project Representative, the Contractor shall again inspect the work and certify to the Project Representative that he has inspected the work and it meets the requirements of the Contract Documents. The Project Representative may require uncovering of work to verify the work was installed according to the contract documents.

The work will be subject to review by the Project Representative. The results of all such observations, and all contract administration, shall be directed to the Contractor only through the Project Representative.

5.1 Services Required by the Contractor. The Contractor shall provide the following services:

- a. Obtain any necessary permits required by Cascade County and scheduling any required inspections during and/or after units are installed.
- b. Preparation and certification of all required shop drawings and submittals for all new units.
- c. Preparation and submittal of a construction schedule, including submittals. The schedule shall be updated as required, as defined in the Contract Documents.
- d. All Quality Control testing as required by the contractor's internal policies.
- e. Prior to final acceptance a short training on the new systems for park management and maintenance staff.

5.2 Services Provided by the Owner. The Owner shall provide the following services at no cost to the Contractor except as required for retests as defined in the Contract Documents.

- a. Any additional Quality Assurance testing deemed appropriate by the Owner, at the Owner's expense.

## **6. ENGINEERING INTERPRETATIONS**

Timely Engineering decisions on construction activities or results have an important bearing on the Contractor's schedule. When engineering interpretation affects a plan design or specifications change, it should be realized that more than 24 hours may be required to gain the necessary Owner participation in the decision process including time for formal work directive or change order preparation as required.

## 7. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to the expiration of the warranty period, shall be removed and replaced with work or materials conforming to the provisions of the Contract Documents. Failure on the part of the Project Representative to condemn or reject bad or inferior work, or to note nonconforming materials or equipment on the Contractors submittals, shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period (MCA 27-2-208).

Only the Project Representative will have the authority to reject work which does not conform to the Contract Documents.

## 8. UTILITIES

The exact locations of existing utilities that may conflict with the work are not precisely known. It shall be the Contractor's responsibility to contact the owners of the respective utilities and arrange for field location services. **One Call Locators, 1-800-424-5555**

The Contract Documents may show utility locations based on limited field observation and information provided to the Project Representative by others. **The Project Representative cannot guarantee their accuracy.** The Contractor shall immediately notify the Project Representative of any discrepancies with utility locations as shown on the Contract Drawings and/or their bury depths that may in any way affect the intent of construction as scoped in these specifications.

## 9. CONSTRUCTION SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees and subcontractors) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

## **10. MATERIALS SALVAGE AND DISPOSAL**

Notify the Owner for any material salvaged from the project site not identified in the Contract Documents. The Owner reserves the right to maintain salvaged material at the project site, compensate the Contractor for relocation of salvaged material, or agreed compensation to Owner for material salvaged by the Contractor.

Haul and waste all waste material to a legal site and obey all state, county, and local disposal restrictions and regulations.

## **11. STORED MATERIALS**

Contractor shall use an approved storage area for materials. Materials and/or equipment purchased by the Contractor may be compensated on a monthly basis. For compensation, provide the Project Representative invoices for said materials, shop drawings and/or submittals for approval, and applicable insurance coverage.

## **12. STAGING AND STOCKPILING AREA**

Contractor shall use staging and stockpiling sites for to facilitate the project as approved by the Owner. Contract Documents may show approved staging and stockpiling locations. Notify Owner within 24 hours for approval of staging and stockpiling sites not shown on the Contract Drawings.

## **13. SECURITY**

The Contractor shall provide all security measures necessary to assure the protection of equipment, materials in storage, completed work, and the project in general.

## **14. CLEANUP**

Cleanup for each item of work shall be fully completed and accepted before the item is considered final. If the Contractor fails to perform cleanup within a timely manner the Owner reserves the right to withhold final payment.

Review these Contract Documents for additional Final Cleanup specifications for specific measures, associated with Contractor responsibilities and final payment.

## **15. ACCESS DURING CONSTRUCTION**

Provide access to all public and private roadways and approaches within the project throughout the construction period.

## **16. SANITARY FACILITIES**

Provide on-site toilet facilities for employees of Contractor and Sub-Contractors and maintain in a sanitary condition.

## **17. CONTRACT CLOSEOUT**

The Contractor's Superintendent shall maintain at the project site, a "Record Set of Drawings" showing field changes, as-built elevations, unusual conditions encountered during construction, and such other data as required to provide the Owner with an accurate "as constructed" set of record drawings. The Contractor shall furnish the "Record Set" to the Project Representative following the Final Inspection of the Project.

The Contractor's final payment will not be processed until the "Record Set" of drawings are received and approved by the Project Representative.

## **18. MEASUREMENT AND PAYMENT**

Review these Contract Documents for additional Measurement and Payment specifications for definitions. Quantities are listed on the Bid Proposal for Payment Items. Additional material quantities, volumes, and measurements may be shown on the Contract Document drawings and/or specifications.

Unit Price quantities and measurements shown on the Bid Proposal are for bidding and contract purpose only. Quantities and measurements supplied, completed for the project, and verified by the Project Representative shall determine payment. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover Contractor's overhead and profit for each bid item.

The Owner or Contractor may make a Claim for an adjustment in Contract Unit Price if the quantity of any item of Unit Price Work performed by the Contractor differs materially and/or significantly (increase or decrease by 50%) from the estimated quantity indicated on the Bid Proposal.

Lump sum bid item quantities will not be measured. Payment for the lump sum bid proposal items will be paid in full amount listed on the Bid Proposal when accepted by the Project Representative, unless specified otherwise.