

# 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. Construction Limits and Areas of Disturbance
11. Decontaminate Construction Equipment
12. Tree Protection and Preservation
13. Construction Surveys
14. Material Sources and Construction Water
15. Materials Salvage and Disposal
16. Stored Materials
17. Staging and Stockpiling Areas
18. Security
19. Cleanup
20. Access During Construction
21. Construction Traffic Control
22. Sanitary Facilities
23. Contract Closeout
24. Measurement and Payment

## 1. PROJECT DESCRIPTION

The Project involves construction work associated with:

**Tongue River State Park Manager's House Improvements Re-bid  
Fish, Wildlife & Parks (FWP) project # TBD  
Located in Jefferson County, MT**

The project generally includes log and deck re-staining and replacement of the existing windows with updated efficient double pane windows including but not limited to log and decking preparation for stain and seal. Additional work includes removal and installation and finish work for the newly installed windows per the Montanan Public Works Standard Specifications, 7<sup>th</sup> Edition, April 2021 and the 2018 version of the International Building Codes (IBC).

## 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. Site visits should be scheduled through and approved by park management.

## 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. Preparation and certification of all required shop drawings and submittals.
- b. Preparation and submittal of a construction schedule, including submittals. Submittals required for windows, stain, chinking and backer rods. The schedule shall be updated as required, as defined in the Contract Documents.
- c. All Quality Control testing as required by the Contractor's internal policies.
- d. All Quality Assurance testing and/or re-testing as stated in the Contract Documents.
- e. Pre-construction walk through to go over project with owner's representative and identify any possible issues prior to the start of construction.
- f. Method of log cleaning and preparation is at the discretion of the contractor as long as method chosen leaves the logs and decking free of any surface contamination, dirt, pollen, or debris.
- g. If power washing is utilized a fan tip is required and must be kept 18-24" from the surface. Adequate drying time is required.
- h. Stain application method is at the discretion of the contractor.
- i. Stain shall not be applied to wet conditions and must be 40 degrees and rising and

- not exceed 90 degrees during application
- j. Backer road or breaker tape (or approved equal) must be used in all chinking applications.

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. It is ultimately the responsibility of the Contractor to ensure that this level of log preparation for staining is constant and met in all locations. Any contractor concerns relating to log and/or deck condition shall be addressed prior to any log chinking or staining.

## 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 as scoped in these specifications.

8.1 Notification. The Contractor shall contact, in writing, all public and private utility companies that may have utilities encountered during the project. The notification includes the following information:

- a. The nature of the work that the Contractor will be performing.
- b. The time, date and location that the Contractor will be performing work that may conflict with the utility.
- c. The nature of work that the utility will be required to perform such as moving a power pole, supporting a pole or underground cable, etc.
- d. Requests for field location and identification of utilities.

A copy of the letter of notification shall be provided to the Project Representative. During construction, the Contractor shall keep the utility companies notified of any change in schedule, or nature of work that differs from the original notification.

8.2 Identification. All utilities that may conflict with the work shall be the Contractor's responsibility to locate before any excavation is performed. Field markings provided by the utility companies shall be preserved by the Contractor until actual excavation commences. All utility locations on the Drawings should be considered approximate and should be verified in the field by the Contractor. The Contractor shall also be responsible for locating all utilities that are not located on the Drawings.

Utilities are depicted on the Contract Documents in accordance with their achieved "Quality Levels," as defined in the American Society of Civil Engineer's Document, ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." Reliance upon these data for risk management purposes during bidding does not relieve the Contractor, or Utility Owner from following all applicable utility damage prevention statutes, policies, and/or procedures during construction. It is important that the Contractor investigates and understands the scope of work between the project Owner and Engineer regarding scope of limits of the utility investigations leading to these utility depictions. Definitions of Quality Levels are described as follows:

- a. "QUALITY LEVEL A" – (QLA): LOCATING THROUGH EXCAVATION. QLA data are highly accurate and are obtained by surveying an exposed utility. As such, both horizontal and vertical data are recorded. Survey accuracies are typically set at 15mm (1/2-inch) vertically, and to project survey standards horizontally (typically the same as for topography features), although these survey accuracies and precisions are generally left to the owner to specify in a scope of work. In addition to the applicable standard of care and

any other additional standards imposed by commercial indemnity clauses, the accuracy of these location data is also typically guaranteed. Other data typically characterized include material type, surface elevation, utility size/capacity, outside dimensions, and configurations, soil type, and utility condition.

- b. "QUALITY LEVEL B" – (QLB): DESIGNATING. QLB information is obtained through the application of appropriate surface geophysical methods to identify the existence and approximate horizontal location of utilities (a utility's "designation") within the project limits, followed by survey, mapping, and professional review of that designation. Underground utilities are identified by interpretation of received signals generated either actively or passively, and through correlating these received signals with visible objects (QLC) and record data (QLD) to determine function. Designated utilities that can't be identified are labeled as "unknowns." Although approximate has no accuracy associated with it, generally the locations are within inches rather than feet. The more utility congested the area or the deeper the utilities, the less likely it is that the designations will achieve that accuracy. These designations are then surveyed to project accuracies and precisions, typically third-order accuracy similar to other topography features. Note that surveying existing one-call marks does not lead to QLB data, since the genesis of the marks was not under the direct responsible charge of the professional certifying the QLB depictions, and one-call generally does not address unknown utilities, privately owned utilities, utilities without records, abandoned utilities, and so on. Nor does the professional have knowledge of the field technician's qualifications, training, and level of effort.
- c. "QUALITY LEVEL C" – (QLC): SURFACE VISIBLE FEATURE SURVEY. QLC builds upon the QLD information by adding an independent detailed topography site survey for surface-visible appurtenances of subsurface utilities including but not limited to fire hydrants, valves, risers, and manholes. Professional judgment is used to correlate the QLD data to the surveyed features, thus increasing the reliability of both utility location and existence. It is a function of the professional to determine when records and features do not agree and resolve discrepancies. This may be accomplished by depiction of a utility line at quality level D, effectively bypassing or disregarding (but still depicting) a surveyed structure of unknown origin. Additional resolution may result from consultation with utility owners.
- d. "QUALITY LEVEL D" – (QLD): EXISTING RECORDS RESEARCH. QLD is the most basic level of information. Information is obtained from the review and documentation of existing utility records, verbal

accounts, and/or one-call markings (to determine the existence of major active utilities and their approximate locations).

- 8.3 Removal or Relocation of Utilities. All electric power, street lighting, gas, telephone, and television utilities that require relocation will be the responsibility of the utility owner. A request for extending the specified contract time will be considered if utility owners cause delays.
- 8.4 Public Utilities. No public utilities will have an affect on this project.
- 8.5 Other Utilities. Utilities owned and operated by private individuals, railroads, school districts, associations, or other entities not covered in these Special Provisions shall, unless otherwise specifically requested by the utility owner, be removed, relocated, supported or adjusted as required by the Contractor at the Contractor's expense. All work shall be in accordance with the utility owner's directions, or by methods recognized as being the standard of the industry when directions are not given by the owner of the utility.
- 8.6 Damage to Utilities and Private Property. The Contractor shall protect all utilities and private property and shall be solely responsible for any damage resulting from his construction activities. The Contractor shall hold the Owner and Project Representative harmless from all actions resulting from his failure to properly protect utilities and private property. All damage to utilities shall be repaired at the Contractor's expense to the full satisfaction of the owner of the damaged utility or property. The Contractor shall provide the Owner with a letter from the owner of the damaged utility or property stating that it has been repaired to the utility owner's full satisfaction.
- 8.7 Structures. The Contractor shall exercise every precaution to prevent damage to existing buildings or structures in the vicinity of his work. In the event of such damages, he shall repair them to the satisfaction of the owner of the damaged structure at no cost to the Owner.
- 8.8 Overhead Utilities. The Contractor shall use extreme caution to avoid a conflict, contact, or damage to overhead utilities, such as power lines, streetlights, telephone lines, television lines, poles, or other appurtenances during the course of construction of this project.
- 8.9 Buried Gas Lines. The Contractor shall provide some means of overhead support for buried gas lines exposed during trenching to prevent rupture in case of trench caving.
- 8.10 Pavement Removal. Where trench excavation or structure excavation requires the removal of curb and gutter, concrete sidewalks, or asphalt or concrete pavement, the pavement or concrete shall be cut in a straight line parallel to the edge of the excavation by use of a spade-bitted air hammer,

concrete saw, colter wheel, or similar approved equipment to obtain a straight, square clean break. Pavement cuts shall be 2 feet wider than the actual trench opening.

- 8.11 Survey Markers and Monuments. The Contractor shall use every care and precaution to protect and not disturb any survey marker or monuments, such as those that might be located at lot or block corners, property pins, intersection of street monuments or addition line demarcation. Such protection includes markings with flagged high lath and close supervision. No monuments shall be disturbed without prior approval of the Project Representative. Any survey marker or monument disturbed by the Contractor during the construction of the project shall be replaced at no cost to the Owner by a licensed land surveyor.
- 8.12 Temporary Utilities. The Contractor shall provide all temporary electrical, lighting, telephone, heating, cooling, ventilating, water, sanitary, fire protection, and other utilities and services necessary for the performance of the work. All fees, charges, and other costs associated therewith shall be paid for by the Contractor.

## **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. CONSTRUCTION LIMITS AND AREAS OF DISTURBANCE**

- 10.1 Construction Limits. Where construction easements or property lines, are not specifically called out on the Contract Documents, limit the construction disturbance to ten (10) feet, when measured from the edge of the slope stake grading, or to the adjacent property line, whichever is less. Disturbance and equipment access beyond this limit is not allowed without the written approval of both the Project Representative and the Owner of the affected property. If so approved, disturbance beyond construction limits shall meet all requirements imposed by the landowner; this includes existing roads used and/or improved as well as the construction of new access roads. Special construction, reclamation, or post-construction reclamation or other closure provisions required by the landowner on access roads beyond the



construction limits shall be performed by the Contractor at no additional cost to the Owner.

- 10.2 Areas of Disturbances. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas may require reclamation and revegetation operations, including grading to the original contours, top soiling with salvaged or imported topsoil, seeding, fertilizing, and mulching as specified herein. Other areas that are disturbed by the Contractor's activities outside of the limits noted above will be considered as site damage or unapproved areas of disturbance. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage.

## **11. DECONTAMINATE CONSTRUCTION EQUIPMENT**

Power wash all construction equipment that have been previously operated off of paved or gravel roadways entering the project site to prevent the spread of noxious weeds and aquatic invasive species. This applies to all FWP projects, whether or not individual construction permits specifically address cleaning of equipment.

## **12. TREE PROTECTION AND PRESERVATION**

The Contractor and the Owner shall individually inspect all trees within the project construction limits prior to construction. The Owner shall determine which trees are to be removed and which trees are to be preserved. Construction of the grading, utilities and various roadway facilities must not significantly damage the trees root system or hinder it's chances for survival. Reasonable variations from the Contract Documents, as directed by the Project Representative, may be employed to ensure the survival of trees.

## **13. CONSTRUCTION SURVEYS**

No survey was prepared do this project.

## **14. MATERIAL SOURCES AND CONSTRUCTION WATER**

The Contractor shall be responsible for locating all necessary material sources, including aggregates, earthen borrow and water necessary to complete the work. The Contractor shall be responsible for meeting all transportation and environmental regulations as well as paying any royalties. The Contractor shall provide the Project Representative with written approvals of landowners from whom materials are to be obtained, prior to approval.

The Contractor may use materials from any source, providing the materials have been tested through representative samples and will meet the Specifications.

Water for compaction efforts shall be supplied by the Contractor.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. ACCESS DURING CONSTRUCTION**

Provide access to all public and private roadways and approaches within the project throughout the construction period. Park manager and family shall have a designated access at all times during construction.

## **21. CONSTRUCTION TRAFFIC CONTROL**

The Contractor is responsible for providing safe construction and work zones within the

project limits by implementing the rules, regulations, and practices of the Manual on Uniform Traffic Control Devices, current edition.

## **22. SANITARY FACILITIES**

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

## **23. 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.

## **24. 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.