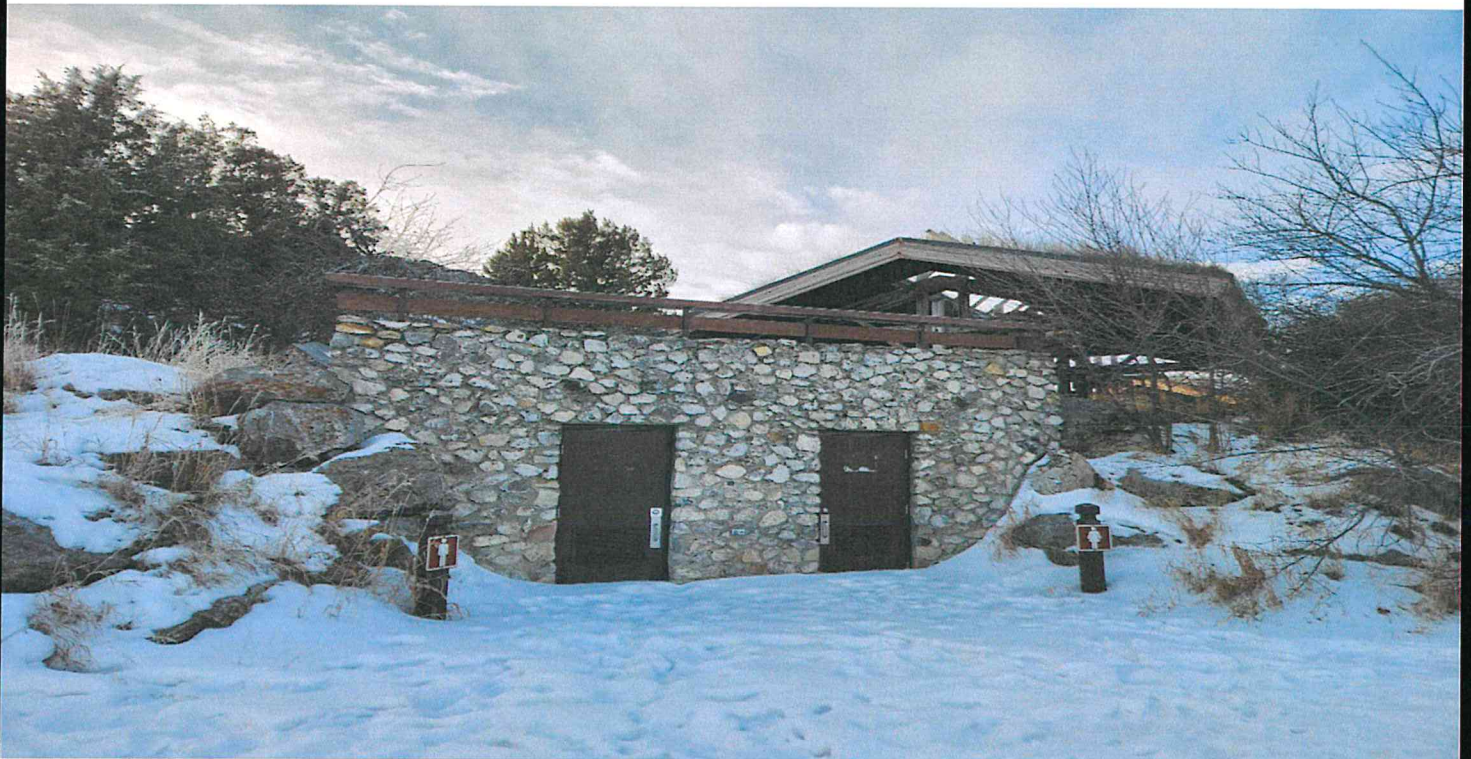


Missouri Headwaters State Park Comfort Station Fixture Replacement

Near Three Forks, MT
FWP # 7196152

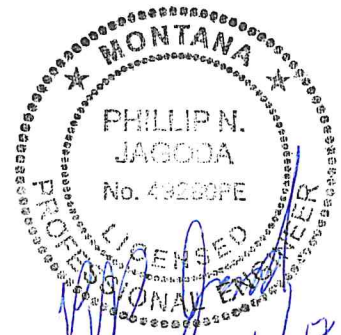


Prepared by:
Kevin Harrington
Montana Fish, Wildlife & Parks
Design & Construction

January 2023



**MONTANA FISH,
WILDLIFE & PARKS**





MONTANA FISH, WILDLIFE & PARKS

Design & Construction
1522 Ninth Avenue • P O Box 200701
Helena, MT 59620-0701
Phone: (406) 841-4001 • Fax: (406) 841-4004

January 13, 2023

Subject: Missouri Headwaters State Park Comfort Station Fixture Replacement Project,
FWP # 7196152

To Whom It May Concern:

Montana Fish, Wildlife and Parks is proposing the Missouri Headwaters State Park Comfort Station Fixture Replacement Project, FWP # 7196152. This project is to remove and replace fixtures in the comfort station at Missouri Headwaters State Park in the project documents and drawings. Estimated project cost is less than \$25,000.00.

Your company has been selected to submit a proposal based on the attached project Specifications and Drawings found on the Montana Fish, Wildlife & Parks Web Site. If interested, please carefully review these documents. A pre-bid meeting is scheduled for February 22, 2023 at 1 PM. Participants of the pre-bid will meet on site at the Missouri Headwaters State Park Comfort Station.

To request further information on the project, please contact Kevin Harrington at (406) 841-4002

The bids will be opened at **3:00 PM on February 28, 2023** as stated in the Invitation to Bid.

Sincerely,

Sue Rice
Engineering Contracts Specialist
Montana Fish, Wildlife & Parks
Design & Construction

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MONTANA FISH, WILDLIFE & PARKS

INVITATION TO BID

Sealed bids will be received up to and including **3:00 PM** on **February 28, 2023** and will be publicly opened and read aloud in the office of Design and Construction, 1522 Ninth Avenue, P.O. Box 200701, Helena, MT 59620-0701, for the: **Missouri Headwaters State Park Comfort Station Fixture Replacement Project, FWP # 7196152 Near Three Forks, MT.**

Bids shall be submitted on the form provided within the Contract Documents.

The Contract Documents may be viewed on the Montana Fish, Wildlife & Parks website at: <https://fwp.mt.gov/aboutfwp/design-and-construction/upcoming-bid-openings>

A refundable deposit of **-0-** is required for each plan set.

A PRE-BID WALK-THROUGH IS SCHEDULED FOR FEBRUARY 22, 2023 AT 1:00 P.M. PARTICIPANTS SHOULD MEET ON SITE AT MISSOURI HEADWATERS STATE PARK COMFORT STATION. ATTENDANCE IS STRONGLY RECOMMENDED.

If you would like any further information, please contact **Kevin Harrington at (406) 841-4002.**

All bids over \$25,000.00 must be accompanied by a bid security meeting the requirements of the State of Montana in the amount of 10% of the total bid. After award, the successful bidder must furnish an approved Performance Security and a Labor & Material Payment Security each in the amount of 100% of the contract.

No bidder may withdraw his bid for at least thirty (30) calendar days after the scheduled time for receipt of bids except as noted in the Instruction to Bidders.

The Owner reserves the right to reject any or all bids and to waive any and all irregularities or informalities and the right to determine what constitutes any and all irregularities or informalities.

The State of Montana makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the bidding and/or selection process. In order for the state to make such accommodations, applicants must make known any needed accommodation to the individual project managers or agency contacts listed in the contract documents. Persons using TDD may call the Montana Relay Service at 1-800-253-4091.

DESIGN & CONSTRUCTION
DEPARTMENT OF FISH, WILDLIFE AND PARKS
STATE OF MONTANA

PROPOSAL

FWP# 7196152

**Montana Fish, Wildlife & Parks
Design and Construction
PO Box 200701
1522 Ninth Avenue
Helena, Montana 59620-0701**

The undersigned, having familiarized themselves with the conditions of the work and the contract documents as prepared by; **Kevin Harrington, FWP, Design and Construction 1522 East 9th Ave. Helena, Montana 59601; Phone (406) 841-4002**, agrees to furnish all labor, materials, equipment, and services necessary to complete all general construction work, as bid herein, for a project entitled **Missouri Headwaters State Park Comfort Station Fixture Replacement** in accordance with the Contract Documents including all Addenda. The bidder agrees to perform all the work described below at the price shown as follows:

Reminder to Contractors: All Unit Prices must be filled in on the Bid Form for a valid bid (18-2-303 MCA).

Base Bid: Missouri Headwaters State Park Comfort Station Fixture Replacement

Item #	Description	Estimated Quantity	Unit Measure	Unit Price	Amount
1	Mobilization, Insurance, and Bonding	1	LS		
2	Restroom Toilet Fixtures, Remove and Replace	3	EA		
3	Restroom Urinal Fixture Remove and Replace	1	EA		
4	Restroom Sink Fixtures Remove and Replace	2	EA		
TOTAL:					

Contractor Name: _____

And certifies that he is a duly and regularly licensed contractor registered with the Montana Department of Labor and Industry:

Contractor Name: _____

FIRM NAME: _____

TELEPHONE #: _____ FAX#: _____

BY: _____

REGISTRATION # : _____

BUSINESS ADDRESS: _____

E-MAIL ADDRESS: _____

This bidder acknowledges receipt of the following addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Contractor Name: _____



MONTANA FISH, WILDLIFE & PARKS

Design & Construction
1522 Ninth Avenue • P O Box 200701
Helena MT 59620-0701
Phone: (406) 841-4001 • Fax: (406) 841-4004

SAMPLE

STANDARD FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION UNDER \$25,000

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, MCA TITLE 27, CHAPTER 5

This CONTRACT between the CONTRACTOR (as stated herein below) and the STATE OF MONTANA, acting by and through its DIRECTOR, DEPARTMENT OF FISH, WILDLIFE & PARKS, hereinafter called the OWNER. WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all the Work as follows (use attachments as necessary):

Project Name: **Missouri Headwaters State Park Comfort Station Fixture Replacement FWP # 7196152**
Location: **near Three Forks, MT**
Attachments: **Proposal 'Exhibit A' dated , prepared and submitted by . and Specifications 'Exhibit B prepared by Montana Fish, Wildlife & Parks.**

ARTICLE 2. TIME OF COMPLETION. The Work to be performed shall commence on the date set forth in a written Notice To Proceed and shall be completed within or by: **SIXTY (60) consecutive calendar days.** Because actual damages from a breach of this obligation are different and impractical, the parties agree that it is fair and reasonable to assess liquidated damages. Therefore, the parties agree a breach will result in presumed damages of **ZERO AND NO/100'S DOLLARS (\$0.00)** per calendar day past the completion that the work required under this contract runs

ARTICLE 3. THE CONTRACT SUM. The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order, the Contract Sum of:

AND /100'S DOLLARS (\$0.00)

ARTICLE 4. PROGRESS PAYMENTS. Should this Contract extend beyond sixty (60) calendar days, the Owner shall make payments on account of the Contract as follows: Ninety-five percent (95%) of the portion of the Contract Sum for labor, materials, and equipment incorporated in the Work and of materials suitably stored at the project site or at some other location agreed upon in writing. The Owner shall make payment within thirty-five (35) calendar days after receipt of Form 101 Periodic Estimate for Partial Payment, subject to review and approval. The Contractor shall, within seven (7) days following receipt of payment from the Owner, make payment to any Subcontractor(s) and/or Supplier(s), less any retainage as provided between the Contractor and Subcontractor(s) and or Supplier(s).

ARTICLE 5. FINAL PAYMENT. Final payment constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor when: 1) the Work has been completed to the Owner's satisfaction; 2) the Contract has been fully performed; and 3) an Affidavit on Behalf of the Contractor form has been submitted. The Contractor warrants all workmanship and materials for a period of one (1) calendar year from the date of final payment.

ARTICLE 6. VENUE. In the event of litigation or arbitration concerning the Contract, venue shall be the First Judicial District in and for the County of Lewis and Clark, Montana, and the Contract shall be interpreted according to the laws of Montana.

ARTICLE 7. MISCELLANEOUS. See next page Contract.

This Contract entered into as of the day and year written: 2023

Do Not Complete Sample Only

CONTRACTOR: _____
(Company)

(Address)

(City, State, ZIP)

(Signature)

(Date)

Tax Id: _____

Contractor's Registration Certificate No. _____

Incorporated? _____ No _____ yes

OWNER: STATE OF MONTANA
DEPARTMENT OF FISH, WILDLIFE & PARKS
DESIGN & CONSTRUCTION
1420 East Sixth Avenue, P.O. Box 200107
Helena MT 59620-0107

(For the Director)

(Date)

By signing this contract, the signee certifies, in compliance with 18-2-106, MCA, that there is no pecuniary or other conflict of interest.

Please refer to FWP Project # **7196152** in all correspondence.

ARTICLE 7. MISCELLANEOUS.

1. **TAXES/PERMITS/FEES** The Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees, and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the Work.
2. **LABOR/MATERIALS EQUIPMENT** Unless otherwise specified, the Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction, and services for the proper execution and completion of the Work. Unless otherwise specified, all material and equipment provided shall be new and in good condition. All workmanship shall be of good quality and in keeping with the standards of the respective trades.
3. **HIRING PREFERENCE AND MONTANA PRODUCTS PREFERENCE** For state construction projects within an Indian reservation, hiring preference will be given to Indian residents of the reservation who have substantially equal qualifications for any position. This preference will apply unless federal law specifically prohibits residency preference.
4. **INSURANCE** The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the Work by the Contractor, its agents, employees, representatives, assigns, or Subcontractors.
 - 4.1. **Hold Harmless and Indemnification:** the Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor, its agents, employees, or any third parties on account of bodily or personal injuries, death, or damage to property arising out of services or Work performed or omissions of work or in any way resulting from the acts, negligent or otherwise, or omissions of the Contractor, its agents, employees, assigns, and/or Subcontractors under this Contract.
 - 4.2. **Contractor's Insurance: insurance required under all sections herein shall be in effect for the duration of the Contract.** Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the State of Montana. No Contractor or Subcontractor shall commence Work under this Contract until all required insurance has been obtained. During the term of this Contract, the Contractor shall, not less than thirty (30) days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the Owner a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these Contract documents, and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force and will not be canceled, limited, or restricted without thirty (30) days' written notice by certified mail to the Contractor and the Owner. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Additionally, all certificates shall include the project name and A/E project number.
 - 4.3. The Contractor shall carry **Workers' Compensation Insurance**. Such Workers' Compensation Insurance shall protect the Contractor from claims made by its own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by the Contractor or Subcontractor. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance.
 - 4.4. The Contractor shall carry **Commercial General Liability (CGL) Insurance** including coverage for premises, operations, independent contractor's protective, products, and completed operations, broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability:

\$1,000,000 per occurrence; aggregate limit of \$2,000,000

The **Commercial General Liability Insurance** and **Automobile Liability Insurance** shall provide coverage for bodily injury, including accidental death and property damage which may arise out of the Work under this Contract, or operations incidental thereto, whether such Work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or the Subcontractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain completed operations liability insurance required herein for a period of not less than one (1) year after final payment or anytime the Contractor goes on to the location of the project.

- 4.4.1. The Contractor's liability insurance policies shall list the STATE OF MONTANA as an additional insured. The STATE OF MONTANA includes its officers, elected and appointed officials, employees and volunteers, and political subdivisions thereof. Should the Contractor not be able list the State as an additional insured, the Contractor shall purchase a per-occurrence Owner's/Contractor's Protective policy with the STATE OF MONTANA as the insured party in the same occurrence and aggregate limits as those indicated above for the Contractor's Commercial General Liability Insurance policy.
- 4.4.2. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading, or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.
- 4.4.3. The Contractor's insurance coverage shall be PRIMARY insurance as respects the State, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, elected and appointed officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- 4.4.4. If Asbestos Abatement is identified as part of the Work under this Contract, the Contractor or any Subcontractor involved in asbestos abatement shall purchase and maintain **Asbestos Liability Insurance** for coverage of bodily injury, sickness, disease, death, damages, claims, errors, or omissions regarding the asbestos portion of the Work *in addition to* the CGL Insurance by reason of any negligence in part or in whole, error or omission committed or alleged to have been committed by the Contractor or anyone for whom the Contractor is legally liable. Such insurance shall be in "per occurrence" form and shall clearly state on the certificate that asbestos work is included in the following limits: **\$1,000,000 per occurrence; aggregate limit of \$2,000,000**. Asbestos Liability Insurance as carried by the asbestos abatement Subcontractor in these limits in lieu of the Contractor's coverage is acceptable provided the Contractor and the State of Montana are named as additional insureds and that the abatement Subcontractor's insurance is PRIMARY as respects both the Owner and the Contractor. If the Contractor or any other Subcontractor encounters asbestos, all operations shall be suspended until abatement with the associated air monitoring clearances is accomplished. The

certificate of coverage shall be provided by the asbestos abatement Subcontractor to both the Contractor and the Owner.

5. **CONSTRUCTION CONTRACTOR REGISTRATION** The Contractor is required to be registered with the Montana Department of Labor & Industry (DOLI) under 39-9-201 and 39-9-204 MCA **before** the Contract is executed by the State of Montana for all projects greater than \$2,500.00, and a copy of the registration certificate must be provided to the Owner.
6. **GROSS RECEIPTS TAX** In compliance with 15-50-206 MCA, the Contractor will have one percent (1%) of its gross receipts withheld by the Owner from all payments due for Contracts greater than \$5,000.00. Each Subcontractor that performs work greater than \$5,000.00 shall have one percent (1%) of its gross receipts withheld by the Contractor. The Contractor shall notify the Montana Department of Revenue on that department's prescribed forms.
7. **EQUAL EMPLOYMENT OPPORTUNITY** All hiring and other employment practices shall be nondiscriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
8. **RECORD KEEPING** Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst, or his authorized representative at mutually convenient times. Accounting records shall be kept by the Contractor for a period of three (3) years after completion and acceptance of the project by the Owner.
9. **ADDITIONAL PROVISIONS**
 - 9.1. **The Work.** The Work to be done under this Contract consists of [PROVIDE ADDITIONAL DESCRIPTION OF THE SCOPE OF WORK].
Fixture removal and replacement in the comfort station for the Missouri Headwaters State Park Comfort Station Fixture Replacement Project, FWP # 7196152.
 - 9.2. **Lump Sum Project.** Compensation for this Contract is a Lump Sum, Fixed Fee amount for all that is necessary to complete the Work. Upon written request by the Contractor, the Owner will make progress payments to the Contractor upon verification of percentage complete. If there are services required beyond the scope of this Contract, such services shall be negotiated with the Owner. Services beyond the scope of this Contract must be authorized by the Owner prior to performance of such services or they shall be at the Contractor's expense.
 - 9.3. **Performance, Labor and Material Payment Security** To be checked by Owner: _____ REQUIRED NOT REQUIRED

If required, the successful bidder shall furnish a Performance Bond **and** a Labor & Material Payment Bond, each in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201, Montana Code Annotated). The bonds shall be executed on forms furnished by the Owner—form 112, Performance Bond; and form 113, Labor and Material Payment Bond—no other forms will be acceptable. The bonds shall be signed in compliance with state statutes (33-17-1111, Montana Code Annotated). The bonds shall be secured from a state licensed bonding company. The successful bidder may, in lieu of a surety bond or bonds, provide securities in an amount equal to the contract price for each bond type required, in accordance with (18-2-201 MCA).
 - 9.4. **Notification of On-Site Operations** Work hours shall be confined to 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise arranged with the Owner. The Contractor shall provide a minimum of twelve (12) hours' notice to Owner of all times and dates during which Work will be performed at the site. This may be done by written or oral communication.
 - 9.5. **Labor, Wages, and Materials**
 - 9.5.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, permits, licenses, goods, products, equipment, tools, construction equipment and machinery, water, heat, all utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
 - 9.5.2. The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Engineer and in accordance with a Change Order. This opportunity to request substitutions does not negate or waive any requirement for the Contractor to follow a pre-bidding "prior approval" requirement nor obligate the Owner to approve any substitution request.
 - 9.5.3. The Contractor shall enforce strict discipline, appropriate behavior, and good order among the Contractor's employees, Subcontractors at every tier and level, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
 - 9.5.4. **Prevailing Wages and Montana Residents.**
 - 9.5.4.1. The Contractor and all Subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)
 - 9.5.4.2. At least 50% of the workers, as defined by the Montana Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)
 - 9.5.4.3. **Indian Employment Preference within the Boundaries of an Indian Reservation.** All contractors that are awarded a state agency construction contract within the exterior boundaries of an Indian Reservation shall extend a hiring preference to qualified Indians as provided herein:
 - 9.5.4.3.1. "State agency" means a department, office, board, bureau, commission, agency, or other instrumentality of the executive or judicial branches of the government of this State. "Indian" means a person who is enrolled or who is a lineal descendent of a person enrolled in an enrollment listing of the Bureau of Indian Affairs or in the enrollment listing of a recognized Indian tribe domiciled in the United States.
 - 9.5.4.3.2. **Qualified Indians – Employment Criteria:** An Indian shall be qualified for employment in a permanent, temporary, or seasonal position if he or she has substantially equal qualifications for any position and resides on the reservation where the construction contract is to be performed.
 - 9.5.4.3.3. **Non-Applicability:** The Indian Employment Preference Policy does not apply to a project partially funded with federal-aid money from the United States Department of Transportation or when residency preference laws are specifically

prohibited by federal law. It does not apply to independent contractors and their employees, student interns, elected officials, or appointed positions.

- 9.5.4.4. The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all Subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.
- 9.5.4.5. The Contractor and all Subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates the Contractor shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.
- 9.5.4.6. The Contractor and all Subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the Project. The Contractor is required to pay and insure that its Subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 MCA and the pertinent rules and standards of DOLI.
- 9.5.4.7. It is not the responsibility of the Owner to determine who classifies as a Subcontractor, sub-Subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, Subcontractors, sub-Subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, Subcontractors, sub-Subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless the Owner from all claims, attorneys' fees, damages, and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or its Subcontractors and no further charges or claims shall be made to the Owner. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to the Owner, the Owner's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.
- 9.5.4.8. In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI "Building" or "Heavy/Highway" schedules.
- 9.5.4.9. The Contractor and every employer, including all Subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than three (3) years after the contractor's, Subcontractor's, or employer's completion of work on the project or the Final Acceptance by the Owner, whichever is later.
- 9.5.4.10. Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423 MCA.

9.6. Protection of Persons and Property

9.6.1. Safety

- 9.6.1.1. Importance of Safety. The Contractor and all Subcontractors (at any tier or level) recognize that safety is paramount at all times. The Contractor shall perform the work in a safe manner with the highest regard for safety of its employees and all other individuals and property at the work site. Contractor shall maintain its tools, equipment, and vehicles in a safe operating condition and take all other actions necessary to provide a safe working environment for performance of work required under this Contract. The Contractor is solely responsible for the means, methods, techniques, sequences, and procedures for coordinating and constructing the Work, including all site safety, safety precautions, safety programs, and safety compliance with OSHA and all other governing bodies.
- 9.6.1.2. Particular Safeguards.
 - 9.6.1.2.1. The Contractor shall erect and maintain, as required by Paragraphs 1 and 3, safeguards for safety and protection, including posting danger signs and other warnings against hazards, installing suitable barriers and lighting, promulgating safety regulations, and providing notification to all parties who may be impacted by the Contractor's operations.
 - 9.6.1.2.2. When use or storage of explosives or other Hazardous Materials/Substances (defined below) or equipment are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
 - 9.6.1.2.3. The Contractor shall not encumber or load or permit any part of the construction site to be encumbered or loaded so as to endanger the safety of any person(s).
- 9.6.1.3. Compliance with Safety Laws. Contractor represents and warrants to Owner that it knows and understands all federal, state, and local safety statutes, rules, and regulations (Laws) related to the work under this Contract. Contractor shall comply with these Laws. Contractor shall keep all material data safety sheets on site and available at all times.
- 9.6.1.4. Remedy property damage. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor of any tier or level, or anyone employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.
- 9.6.1.5. Designation of Safety Representative. Unless the Contractor designates, in writing to the Owner and the Architect/Engineer, another responsible member of the Contractor's organization as the Safety Representative, the Contractor's superintendent is the Safety Representative. The Safety Representative is defined as that member of the Contractor's organization responsible for all safety under this Contract.
- 9.6.1.6. Release/Indemnity of Owner and Architect/Engineer. The Contractor agrees that the Owner and Architect/Engineer are not responsible for safety at the work site and releases them from all obligations and liability regarding safety at the work site. The Contractor shall indemnify and defend the Owner and the Architect/Engineer against and from all claims, liabilities, fines, penalties, orders, causes of action, judgments, losses, costs and expenses (including but not limited to court costs and reasonable attorney fees), arising from injuries and death to any persons and damage to real and personal property arising from, in connection with, or incidental to Contractor's safety responsibilities under this Contract.

9.7. Hazardous Materials/Substances

9.7.1. "Hazardous Materials/Substances" means any substance:

- 9.7.1.1. the presence of which requires investigation, or remediation under any federal, state, or local statute, rule, regulation, ordinance, order, policy, or common law.

- 9.7.1.2. that is or becomes defined as "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state, or local statute, rule, regulation, or ordinance or amendments thereto.
 - 9.7.1.3. that is toxic, explosive, corrosive flammable, or otherwise hazardous and is or becomes regulated by any government authority, agency, board, commission or instrumentality of the United States, the state of Montana or any political subdivision thereof;
 - 9.7.1.4. gasoline, diesel fuel or other petroleum hydrocarbons;
 - 9.7.1.5. containing contains polychlorinated biphenyls (PCBs) or asbestos; or
 - 9.7.1.6. the presence of which causes or threatens to cause a nuisance or trespass on the work site or adjacent property.
 - 9.7.2. The Contractor is solely responsible for all compliance with all regulations, requirements, and procedures governing Hazardous Materials/Substances at the Work Site or that Contractor brings on the site. The Contractor is solely responsible for remediation, costs, damages, loss, and/or expenses for all Hazardous Materials/Substances brought to the site. The Contractor shall not and is strictly prohibited from purchasing and/or installing any asbestos-containing materials or products as part of the Work. Should the Contractor do so, the Contractor shall be solely responsible for the immediate remediation and all costs, damages, loss, and/or expenses.
 - 9.7.3. If the Contractor encounters Hazardous Materials/Substances during the course of the Work, whether or not identified in the Contract Documents, Work, the Contractor agrees that:
 - 9.7.3.1. Encountering any Hazardous Materials/Substances during performance of the Work does not necessarily mean a change in conditions has occurred, nor is it evidence that the Contractor is due additional Contract Time or an increase in the Contract Sum. If encountering Hazardous Materials/Substances is determined to be a change in conditions to the Contract Documents apply in determining any additional compensation or extension of time claimed by the Contractor.
 - 9.7.3.2. The Contractor is solely responsible for securing the Work involving any Hazardous Materials/Substances against unlawful, unregulated, or improper intrusion, disturbance, or removal. The Contractor shall implement protections and take protective actions throughout the performance of the Work to prevent exposure to workers, occupants, and contamination of the site or area.
 - 9.7.3.3. If the Contractor is unable to or fails to properly secure the Work against unlawful, unregulated, or improper intrusion, disturbance, or removal of Hazardous Materials/Substances, the Contractor shall immediately implement protections and take protective actions, up to and including stopping Work in the area or on the item affected, to prevent exposure to workers, occupants, and contamination of the site or area. The Contractor shall immediately notify the Owner and Architect in writing giving details of the failure and the corrective actions taken. If the condition is an emergency and notice cannot be provided in writing, then Contractor shall orally and immediately notify the Owner and Architect/Engineer of the condition followed by a full written explanation. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.
 - 9.7.3.4. If the Contractor notifies the Owner and takes precautions upon encountering materials/substances suspected of containing asbestos or polychlorinated biphenyls that are unidentified in the Contract Documents, the Owner shall verify if the unidentified material or substance contains asbestos or polychlorinated biphenyls and shall arrange for the removal or other measures as necessary to allow the Contractor to proceed with the Work. The Contract Time may be extended as appropriate if the Work affected is on the critical path and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs. Should the Contractor fail to notify the Owner upon encountering asbestos, polychlorinated biphenyls, or materials/substances suspected of containing asbestos or polychlorinated biphenyls, that are unidentified in the Contract Documents, the Contractor is solely responsible for all mitigation and remediation.
 - 9.7.4. The Contractor shall indemnify, hold harmless, and defend the Owner from and against all claims, liabilities, fines, penalties, orders, causes of action, judgments, losses, costs, and expenses, including but not limited to court costs and reasonable attorneys' fees, arising from, in connection with, or incidental to the Contractor's handling, disposal, encountering, or release of Hazardous Materials/Substances.
- 9.8. Utilities
- 9.8.1. Underground Utilities: Buried utilities, including, but not limited to, electricity, gas, steam, air, water, telephone, sewer, irrigation, broadband coaxial computer cable, and fiber optic cables are very vulnerable, and damage could result in loss of service. The telephone, broadband and fiber optic cables are especially sensitive and the slightest damage to these components will result in disruption of the operations of the campus.
 - 9.8.2. "One Call" must be notified by phone and in writing at least 72 hours (3 business days) prior to digging to arrange and assist in the location of buried utilities in the field. (Dial 811). The Contractor shall mark the boundary of the work area. The boundary area shall be indicated with white paint and white flags. In winter, pink paint and flags will be accepted.
 - 9.8.3. After buried utilities have been located, the Contractor shall be responsible for any utilities damaged while digging. Such responsibility shall include all necessary care including hand digging. Contractor's responsibility shall also include maintaining markings after initial locate. The area for such responsibility, unless otherwise indicated, shall extend 24 inches to either side of the marked center line of a buried utility line.
 - 9.8.4. The Contractor's responsibility shall include repair or replacement of damaged utilities. The Contractor will also be responsible for all costs associated with re-terminations and recertification.
 - 9.8.5. Any buried utilities exposed by the operations of the Contractor shall be marked on the plans and adequately protected by the Contractor. If any buried utilities not located are exposed, the Contractor shall immediately contact the Owner and the Architect/Engineer. If, after exposing an unlocated buried utility, the Contractor continues digging without notifying Owner and Architect/Engineer and further damages the utility, the Contractor will be fully and solely responsible.
 - 9.8.6. Damage to irrigation systems during seasons of no irrigation that are not immediately and adequately repaired and tested will require the Contractor to return when the system is in service to complete the repair.
 - 9.8.7. In the event of a planned interruption of any existing utility service, the Contractor shall make arrangements with Owner at least 72 hours (3 business days) in advance. Shutdowns of the broadband or fiber optic cables will normally require 5 working days' notice to the Owner. The Contractor shall bear all costs associated with the interruptions and restorations of service.



MONTANA FISH, WILDLIFE & PARKS

Design & Construction
1522 Ninth Avenue • P.O. Box 200701
Helena, MT 59620-0701
Phone: (406) 841-4001 • Fax: (406) 841-4004

, 2023

SAMPLE

RE: Missouri Headwaters State Park Comfort Station Fixture Replacement Project, FWP # 7196152

To Whom It May Concern:

Please note: in-order for our office to issue you a “Notice to Proceed,” we also require the following proof of insurance, as stated in the contract:

- **CURRENT CERTIFICATE OF CONTRACTOR REGISTRATION or INDEPENDENT CONTRACTOR REGISTRATION**
- **WORKERS’ COMPENSATION INSURANCE**, certificate of insurance must be submitted even if you are insured with the Division of Workers’ Compensation, unless the contractor can provide proof of exemption from Workers’ Compensation.
- **COMMERCIAL GENERAL LIABILITY INSURANCE**, policy with per occurrence limits of \$1,000,000 and aggregate limits of \$2,000,000. With the State of Montana Fish, Wildlife & Parks listed as an **additional insured**.
- **AUTOMOBILE LIABILITY INSURANCE**, policy with per occurrence limits of \$1,000,000 and aggregate limits of \$2,000,000.

OPTION TO COMMERCIAL GENERAL LIABILITY INSURANCE

- **OWNER’S/CONTRACTOR’S PROTECTIVE**, policy to be in the NAME OF THE STATE OF MONTANA, with per occurrence limits of \$1,000,000 and aggregate limits of \$2,000,000 **or** Owner may be listed as an additional insured under Contractor's Commercial General Liability for this project.

All insurance certificates must include the project name and FWP number, as indicated above. Montana Fish, Wildlife, & Parks/Design & Construction must also be listed as additional insured on the commercial general liability certificate. Please make sure your insurance company gets the above information.

Sincerely,

Sue Rice
Engineering Contracts Specialist
Design & Construction

View our website at: <https://fwp.mt.gov/aboutfwp/design-and-construction/upcoming-bid-openings>



**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

Distribution to:

- OWNER
- CONTRACTOR
- FIELD
- OTHER

PROJECT: Missouri Headwaters State Park Comfort Station
Fixture Replacement

Consultant: A2Z Engineering

TO (Owner): MT Fish, Wildlife & Parks
P.O. Box 200701
1522 Ninth Avenue
Helena, MT 59620-0701

FWP PROJECT No.: 7176312

CONTRACTOR: Three Peaks Construction
Corporation

CONTRACT DATE: February 7, 2022

Safety Consultation with DLI:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	<input type="checkbox"/> New	<input type="checkbox"/> Remodeled	<input type="checkbox"/> Other
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DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as: which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor, and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ARCHITECT/ENGINEER	BY	DATE
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The Contractor will complete or correct the Work on the list of items attached hereto within 30 calendar days from the above Date of Substantial Completion.

CONTRACTOR	BY	DATE
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The Owner accepts the Work or designated portion thereof as substantially completed and will assume full possession thereof at _____ (time) on _____ (date).

Montana Fish, Wildlife & Parks OWNER	BY	DATE
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The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note-Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)



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CONTRACTOR'S AFFIDAVIT OF COMPLETION, PAYMENT OF DEBTS AND CLAIMS, AND RELEASE OF LIENS

Project Name: Missouri Headwaters State Park Comfort Station Fixture Replacement
Location: near Three Forks, MT
FWP #: 7196152

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the STATE OF MONTANA, acting by and through its DIRECTOR, DEPARTMENT OF FISH, WILDLIFE AND PARKS, hereinafter called the Owner, and

hereinafter called the CONTRACTOR, for the above referenced project.

I further certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies, subcontractors, materialmen, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the CONTRACTOR under the contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the CONTRACTOR releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the contract and authorized changes.

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

This statement is made for the purpose of inducing the OWNER to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained herein.

(Seal)

CONTRACTOR

(Signature)

(Title)

Subscribed and sworn to me this ____ Day of _____, _____

(Seal)

NOTARY

Notary Public for the State of Montana
My Commission Expires:



MONTANA FISH, WILDLIFE & PARKS

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1522 Ninth Avenue • P O Box 200701
Helena MT 59620-0701
Phone: (406) 841-4001 • Fax: (406) 841-4004

CERTIFICATE OF FINAL ACCEPTANCE

Project Name: Missouri Headwaters State Park Comfort Station Fixture FWP #: 7196152

Location: near Fort Peck, MT Date: , 2023

**To: MONTANA FISH, WILDLIFE AND PARKS
DESIGN & CONSTRUCTION
1522 NINTH AVENUE • P.O. BOX 200701
HELENA, MT 59620-0701**

Architect/Engineer: Montana Fish, Wildlife & Parks Design & Construction

Contractor: _____

Contract Date: August 27, 2022

Contract Amount: \$16,274.00

The Work performed under this Contract has been reviewed and found to be complete and has reached Final Acceptance. The Date of Final Acceptance of the Work is defined as the Date Certified by the Architect/Engineer upon which the Work is fully complete in all aspects, **and** which the Owner accepts the Contractor's work as complete. The Date of Final Acceptance of the Project, or portion thereof designated above, is also the basis for commencement of the DURATION of applicable warranties required by the Contract Documents. The Warranty Period is defined in the Contract Documents as commencing with Substantial Completion(s) and continuing for one (1) calendar year from the Date of Final Acceptance. This date shall correspond to the date of the Architect/Engineer's approval on the final pay application unless otherwise agreed upon in writing. In the event of a disparity between the date of the Architect/Engineer's approval and this form, if no other written agreement exists as to the date of final acceptance, this form shall constitute such agreement and it shall govern as the date of Final Acceptance.

Safety Consultation with DLI:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> New	<input type="checkbox"/> Remodeled	<input type="checkbox"/> Other
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Date of Substantial Completion:	Date of Final Acceptance:	Date of Warranty Expiration:

Notes: Mountain West did not provide the sign faces (they were purchased separately by FWP through MCE)

Montana Fish, Wildlife & Parks
Architect/Engineer _____ Signature _____ Date _____

Contractor _____ Signature _____ Date _____

**State of Montana Department of Fish, Wildlife and Parks,
Design and Construction**
Owner _____ Signature _____ Date _____