

# Montana Fish, Wildlife & Parks

## SPECIFICATIONS FOR WORK SPECIAL PROVISIONS

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## 1. PROJECT DESCRIPTION

The Project involves construction work associated with:

### **FWP Information Kiosks – Region 3 Fish, Wildlife & Parks (FWP) project # 7236139**

The project generally includes fabrication and installation of informational kiosks at various wildlife management areas (WMA), fishing access sites and state parks located in FWP Administrative Region 3 in Southwestern Montana. Project also includes installation of large entrance signs at select WMAs. Kiosk projects will include fabrication of kiosks, delivery to site, required excavation, kiosk installation and associated site restoration. WMA entrance sign installations will include furnishing and installing support structures and installing sign panels provided by FWP.

## 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:**

Bardell Mangum, PLA  
Design and Construction Bureau Chief  
1522 9<sup>th</sup> Avenue  
Helena, MT 59620  
406-841-4013 (wk)  
406-431-4062 (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. It is the responsibility of the Bidders to conduct all investigations and determine the soil type and digging conditions that may be encountered with this Project prior to bid preparation.

## 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. Any field surveys to establish locations, elevations, and alignments as stipulated on the Contract Documents. FWP reserves the right to set preliminary construction staking for the project. The Contractor is responsible to notify FWP for any construction staking discrepancies.
- b. Preparation and certification of all required shop drawings and submittals.
- c. All testing requiring the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Project Representative. The laboratory shall be staffed with experienced technicians properly equipped, and fully qualified to perform the tests in accordance with the specified standards.
- d. Preparation and submittal of a construction schedule, including submittals. The schedule shall be updated as required, as defined in the Contract Documents.

- e. All Quality Control testing as required by the Contractor's internal policies.
- f. All Quality Assurance testing and/or re-testing as stated in the Contract Documents.

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. The Project Representative may check compaction of backfill using laboratory testing submittal information supplied by the Contractor. These tests are to determine if compaction requirements are being fulfilled in accordance with the Contract Documents. It is ultimately the responsibility of the Contractor to ensure that this level of compaction is constant and met in all locations.
- b. 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 Contractor's 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. <https://www.montana811.org/>

The Contract Documents identify kiosk/sign location by Lat./Long at a map scale and do not identify existing utilities. There will be no separate payment for exploratory excavation

required to locate underground utilities.

8.1 Notification. The Contractor shall contact, in writing, all public and private utility companies that may have utilities encountered during excavation. 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 the course of 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.

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. Water, sewer, storm drainage, and other utilities owned and operated by the public entities 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 such work shall be in accordance with these Contract Documents, or the Owner's Standard Specifications or written instructions when the work involved is not covered by these Specifications.

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 twenty (20) feet, when measured from the edge of the kiosk or entrance sign. Excavated material may be disposed of and dispersed on-site in locations to be identified by Owner. 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**

The Contractor will be responsible for all layout and construction staking utilizing the Project Representative's existing control and coordinate data for the project. Dimensions and elevations indicated in layout of work shall be verified by the Contractor. Discrepancies between Drawings, Specifications, and existing conditions shall be referred to the Project Representative for adjustment before work is performed. The Project Representative may set location and grade stakes prior to construction; however, it is ultimately the responsibility of the Contractor to check and verify all construction staking for the project.

Contractor shall be aware of property pins and survey monuments. Damage to these pins will require replacement of such by a registered land surveyor at no cost to the owner.

### **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.

#### **20. ACCESS DURING CONSTRUCTION**

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

#### **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**

Recognize that on-site toilet facilities may not be available for employees of Contractor and Sub-Contractors.

#### **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.

#### **24. SUPPLEMENTAL SPECIFICATIONS**

A. Scheduling and Submittals

1. Contractor to provide one prototype for each of 508, 541, and 530 kiosks for FWP design and quality control approval prior to production. This may be reviewed/installed at an FWP site (on kiosk list) of Contractor's choice, or in Contractor's shop. Contractor shall provide one week notice prior to inspection.
2. Contractor shall provide a schedule of anticipated installation dates with at least a 2 week notice of anticipated installation at specific sites.
3. FWP Staff will meet Contractor on-site to verify location, siting and sign orientation.

B. Heritage Considerations

1. FWP Heritage Specialists may need to be on-site to observe excavation to protect cultural resources. Installation schedule may need to be modified to accommodate Heritage staff.

C. Finishes

1. All exposed surfaces shall be stained with Behr semi-transparent stain. "Gray Seas" in color, or Owner approved equal.
2. Unless noted otherwise, all kiosk roof coverings (where applicable) shall be Owens-Corning Architectural Grade 'Oakridge' shingles, "Driftwood" in color, or Owner approved equal.

D. Additional Specifications for #110 WMA Entry Signs

1. Owner to provide metal Montana-shaped sign, with mounting brackets attached. Contractor must be in possession in order to build/install the sign structure.
2. Each sign is specific to an individual WMA and will be packaged individually by Vendor.
3. Signs will be shipped by Vendor to FWP Helena Custer Avenue Warehouse. Contractor will be responsible for transportation from Helena to project site. FWP staff and equipment will be available to help load at Helena facility.
4. Signs shall be transported and stored in an upright position.
5. Contractor is responsible for damage to signs during transportation and storage after receiving in Helena.

## **25. MEASUREMENT AND PAYMENT**

- A. 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.
- B. 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.

- C. 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.

D. **BID ITEMS:**

i. **MOBILIZATION/DEMobilIZATION**

1. This item shall consist of the preparatory work and operations necessary performed by the Contractor for the movement of personnel, equipment, supplies, and incidentals to and from the work site. The work includes those actions necessary for obtaining necessary permits required for mobilization; for the establishment of all offices and facilities necessary to work on the project; for premiums on contract bonds; for insurance for the contract; and for other work on the various items on the project site. Mobilization costs for subcontracted work shall be considered to be included.
2. Contractor's cost for administration, bonding, insurance, and site documents shall be included in mobilization and shall not be paid as a separate item.
3. All equipment moved to the project sites shall be in good mechanical condition and free of fuel, oil, lubrication, or other fuel leaks. The Contractor shall immediately remove any equipment potentially or actually discharging environmentally damaging fluids.
4. All equipment moved to the project sites shall be thoroughly cleaned before it is brought to the sites to prevent the introduction of weed seeds. Equipment removed from the sites may not be returned to the sites again until it is thoroughly cleaned again.
5. Partial payments for mobilization/demobilization will be made based on the lump sum bid price as follows:
  - 25% of the amount bid for mobilization/demobilization when the Contractor has moved on-site and begun construction activities.

- 50% of the amount bid for mobilization/demobilization when 25% of the contract amount (exclusive mobilization/demobilization) has been completed.
- 75% of the amount bid for mobilization/demobilization when 50% of the contract amount (exclusive mobilization/demobilization) has been completed.
- 100% of the amount bid for mobilization/demobilization when 75% of the contract amount (exclusive mobilization/demobilization) has been completed.

ii. **FURNISH AND INSTALL [KIOSK/SIGN] XX**

1. Measurement will be based on each individual unit furnished and installed per drawings.
2. Payment will be based on each individual unit furnished and installed per drawings.