

SPECIAL PROVISIONS

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1. SCOPE OF WORK

This project is the construction of a 24' x 100' open front storage addition including a gravel surface floor and electrical lighting and outlets. The roofing shall be tied into the existing structure and an existing French drain located on the site shall not be disturbed during work.

2. PROJECT MEETING

Pre-Construction Conference. After the Contract has been awarded, but before the start of construction, a pre-construction conference will be held at a time and place mutually agreed to by the parties. The conference shall be attended by the following: the Contractor and his superintendent; the principal subcontractors; representatives of principal suppliers and manufacturers, as appropriate; the Engineers and his construction observer; representatives of the Owner and others as appropriate.

Unless previously submitted, the Contractor shall bring the following submittals to the conference: list of proposed Subcontractors; proposed construction schedule; schedule for submitting shop drawings and other submittals; schedule procurement dates; construction technique submittal forms (as applicable); preliminary payment schedule; and tentative schedule of values. Work shall not start prior to the Engineer's receipt of these submittals. The Engineer will preside at the conference and will arrange for keeping the minutes and distributing copies of the minutes to all persons attending the meeting.

3. UTILITIES AND BARRIERS

Notification. The Contractor shall contact the one call locate number in advance of performing any excavation work on the site to obtain utility locates over the entire area to be impacted by construction of the project. The Contractor shall immediately notify the Engineer of the discovery of any utilities that are in conflict with the work that were not previously identified in the plans.

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 utilities 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.

Temporary Utilities. The Contractor shall provide all temporary electrical, lighting, telephone, heating, cooling, ventilating, water, sanitary, first aid, 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.

Conflicts with Existing Utilities. For any utilities shown on the plans which are damaged or require temporary support to allow performance of the work, the Contractor shall contact the utility's owner and make all arrangements and pay all costs associated with the repair and/or temporary support of the utility. The Contractor shall comply with all requirements of the utility's owner.

The Contractor shall protect the French drain identified on the plans. Protection may require the use of smaller, lighter weight equipment when working near the line. Place stakes, flagging or traffic control candles as required to prevent heavy equipment, including concrete trucks, from crossing over the French drain.

The Contractor is responsible for the repair of any utilities that were properly marked by the utility locator and damaged by the Contractor, whether they are shown on the plans or not.

Barriers. The Contractor shall temporarily remove all fences, barricades, minor structures, and other obstructions that interfere with the prosecution of the work. Removal shall not extend beyond designated construction limits or right-of-way without first obtaining written authorization from the Engineer.

Fences and barricades used for the confinement or exclusion of livestock, animals, or persons shall be replaced at the end of each work day to the extent necessary to perform the restrictive intent of the barrier.

Unless otherwise directed by the Engineer or indicated on the Drawings, all barriers so removed shall be replaced following the completion of the work to as good or better condition than existed prior to the start of work. The requirement applies to small trees and decorative shrubs as well as fences, barricades, and minor structures.

The Contractor shall replace at his own expense all barriers damaged or destroyed.

4. REPAIR AND REPLACEMENT QUALITY

General. Items requiring repair or replacement due to damage or removal or otherwise necessitated in the course of pursuance of the work and which are not otherwise specified herein, shall be repaired or replaced to the following levels of quality.

Paved and Gravel Roads, Driveways, and Sidewalks. Repair or replacement shall be to a thickness and grade matching the existing condition. Quality of materials and methods shall comply with respective sections of the current edition of the Montana Public Works Standard Specifications.

Water and Sewer Main and Services. Repair or replacement shall be in a manner consistent with the existing condition using materials conforming to the Uniform Plumbing Code, the current editions of the DEQ 1 and DEQ 2 circulars, American Water Works Association Standard Specifications, and the requirements of the Montana Department of Environmental Quality. Construction shall also comply with the current edition of the Montana Public Works Standard Specifications. Repair or replacement will not be allowed with materials like the existing installation if they do not conform to the above-referenced standards.

Electrical, Telephone, Cable TV, Natural Gas, and Petroleum Lines. Repair or replacement shall be to the standards required by the utility owner and at the utility owner's option may be performed by the utility owner with full cost assessed to the Contractor.

Fences. All fences adjacent to any work site are to be maintained to the satisfaction of the abutting property owners. The Contractor shall notify the landowners of the need to temporarily removed or relocate fences for access to the work and shall coordinate such activities with the respective landowners in regard to removal, relocation, and restoration of fences prior to commencing work.

Any fence removed or destroyed during the course of the Contract shall be reinstalled or reconstructed in like kind at no cost to the Owner or the landowner. The cost for this work shall be considered incidental and no additional compensation will be allowed.

Other Items. Repair or replacement of other items not covered by the preceding shall be to the standards required by the owner of the item and at the owner's option may be performed by the owner of the item with full cost assessed to the Contractor.

Decisions Regarding Repair Versus Replacement. The decision of repair versus replacement of an affected item shall be at the discretion of the Engineer upon consultation with the owner of the item. The decision shall be based on a determination of whether repaired quality can equal the quality of a replacement installation. The Engineer's authority shall be final in this regard.

Limits of Repair and Replacement. The limits of areas to be repaired or replaced shall be determined by the Engineer in the field based on the extent of damage or removal sustained. The determination shall be based on insuring that all damaged or removed portions of the existing installation are fully restored. The authority of the Engineer shall be final in this regard. All work effects outside limits as described in these Contract Documents are subject to repair and replacement quality as described herein.

Repair by Party Owning or Maintaining Item. The party owning or maintaining the item under consideration shall have the exclusive right to undertake repair or replacement themselves and charge the Contractor for full costs incurred or to direct and supervise the Contractor to repair or replace the item to their standard of quality. The authority of the owner of the item shall be final in this regard.

5. GENERAL CONSTRUCTION REQUIREMENTS

Quality Assurance. The Engineer will monitor the construction of work covered by this section to determine if the work is being performed in accordance with the contract requirements. The Engineer does not have the authority or the means to control the Contractor's methods of construction. It is, therefore, the Contractor's responsibility to utilize all methods, equipment, manpower, 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. All buried work items shall be installed in the presence of the Engineer or may not be considered for payment.

Grade and Alignment. The Contractor shall provide all construction staking as required to define the locations of the improvements to be installed under this contract.

Tolerances. Construction tolerances for the work shall be as outlined in the Technical Specifications.

Construction Limits. Construct activities shall be limited to area no more than 40-feet from the edge of excavation and embankment, or any other improvements shown on the plans. Equipment access between roads and the construction site shall be limited to a single route to minimize disturbance. Disturbance and equipment access beyond these limits is not allowed without the written approval of both the Engineer 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 road ripping 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.

Areas of Disturbance. Approved areas of disturbance are those areas disturbed by construction activities within the construction limits and along designated or approved access routes. Such areas shall be fine graded to blend with the existing terrain. Other areas that are disturbed by the Contractor's activities outside the limits noted above will be considered as site damage or unapproved areas of disturbance subject to the repair and replacement quality as specified herein. Such areas will also require the reclamation operations noted above and as specified herein, but costs of such work shall be borne by the Contractor. This includes areas selected by the Contractor outside the defined construction limits for mobilization, offices, equipment, or material storage. Stockpiling of gravel on-site is not allowed except within the parking lot at locations approved by the Engineer.

6. MATERIAL SOURCES

If additional material is needed for embankment or other materials, the Contractor will be responsible for placement and import from an off-site site location secured by the Contractor. The material shall be clean material, suitable for use as fill material and subject to the approval of the Engineer.

If excess material is generated during construction, the Contractor shall be responsible for export and disposal at an off-site location secured by the Contractor at no additional cost to the Owner.

Haul routes shall be within the corridors of disturbance created by this project.

7. ENVIRONMENTAL PROTECTION

The Contractor shall comply with all laws and regulations of the United States Corps of Engineers and Environmental Protection Agency, Montana Department of Fish, Wildlife and Parks, Department of State Lands, Department of Environmental Quality, the Department of Natural Resources and Conservation, and with all other Federal, State, and Local laws and

regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor also agrees to comply with the requirements of any permits obtained for the project by the Owner. These permits include but may not be limited to the permits listed under the Permits and Regulatory Requirements section. Copies of any of these permits are available upon request from the Engineer.

The Contractor shall be responsible for submitting and obtaining a temporary discharge permit from the Montana Department of Environmental Quality for the discharge of any water related to the construction of this project. A construction Dewatering Discharge Permit, issued by the Department of Environmental Quality, is required if water from construction is discharged to state waters. The Department of Environmental Quality must be contacted immediately if either contaminated soil or contaminated groundwater is encountered.

The Contractor shall be responsible for submitting and obtaining a storm water discharge permit from the Montana Department of Environment Quality. The cost of any erosion control measures or other work required by the permit shall be included in the bid and are considered incidental to the project.

8. WEED CONTROL

Prior to mobilizing equipment to the project site, the Contractor shall clean his equipment and vehicles to assure no weeds are imported. If there is an abnormal growth of noxious weeds on a project site after construction as determined by the Owner or local weed control authority, the Contractor will be responsible for weed control under the contract warranty.

9. PERMITS AND REGULATORY REQUIREMENTS

Jurisdiction. The performance of this work shall be under the jurisdiction of the following agencies, departments, and standards and compliance with the requirements thereof is required:

Federal Level: United States Law

State Level: Department of Environmental Quality; Department of Fish, Wildlife & Parks; Montana Department of Transportation; Montana Building Code Division; Uniform Building Code; Uniform Plumbing Code; Uniform Mechanical Code; National Electric Code; State annotations to these codes; and Montana State Law.

Local Level: City of Kalispell

Contractor's Responsibility. The Contractor shall familiarize himself with the requirements of all regulatory agencies pertaining to the performance of the work on the project.

The Contractor shall secure and pay for all permits, licenses, and fees necessary for the performance of the work.

The Contractor shall perform all work in accordance with the regulatory requirements. Any conflict between the Contract Documents and the regulatory requirements shall be brought to the immediate attention of the Engineer.

The following permits shall be in place prior to starting construction:

Permit	Entity Providing Permit	Entity Submitting Permit
Building Permit	City of Kalispell	Contractor
Electrical Permit	City of Kalispell	Contractor

10. SMOKE AND DUST CONTROL

The Contractor shall have informed himself of all applicable State Board of Health requirements and similar State or Federal requirements pertaining to control of or abatement of air pollution. The Contractor shall have provided or be prepared to provide such air pollution control measures as are required to comply with the minimum standards established by such agencies.

Hauling of material and transport of equipment along public roadways or through the towns and adjacent other structures and dwellings shall require effective dust abatement procedures. This also applies to the unloading and placement of spoils material at deposition sites. The Contractor shall utilize environmentally sound methods for watering and/or otherwise chemically treating dust-generating surfaces to comply with all applicable legal standards for airborne particulates. Prior to any work, the Contractor shall submit a written plan for dust abatement procedures identifying at a minimum the following:

- Times and nature of dust generating activity on public roads and at deposition sites.
- Nature and chemical characterization of dust abatement materials to be used.
- Method of application of dust abatement materials to be used.
- Time schedule for application of dust abatement materials to be used.
- Availability of equipment and operators for emergency application of dust abatement materials at other than scheduled times.

Watering for dust control is considered incidental to the Contract and shall be performed at no additional cost to the Owner.

11. SITE CLEAN UP

The Contractor shall be responsible for final clean up at the end of the project to a level satisfactory to the Owner. All construction debris, no matter how small, shall be collected and removed from the site. All wheel ruts shall be filled in and be leveled to match the adjacent grade and material. Re-seeding, re-sodding, or other re-surfacing may be necessary to repair any construction related impacts or damage.

All survey markings, stakes, temporary paint marks, flagging and other devices shall be removed regardless of who installed them. All excess pavement, concrete, gravel, soil, or other construction materials not intended for permanent use shall be removed.

The Contractor shall dress all gravel, pavement and concrete edges to eliminate abrupt edges and provide a smooth transition. All construction related temporary sediment control devices shall be removed as soon as practical.

Unless specifically noted otherwise, all final cleanup work shall be incidental to other work items in the contract and no separate payment shall be made.

12. SANITARY FACILITIES

Sanitary facilities shall be provided and maintained by the Contractor who will comply with state and local regulations. The cost of furnishing, installing, and maintaining sanitary facilities shall be considered incidental to other items of work and no additional compensation will be allowed.

13. INCORPORATION OF MONTANA PUBLIC WORKS SPECIFICATION

All work not specially described in the technical specifications of these bid documents shall be performed in compliance with the applicable technical specifications section found in Montana Public Works Specification- Seventh Edition. The Montana Public Works Specifications shall be modified to require the Contractor to provide compaction and concrete testing through an independent testing laboratory, not the Owner.

14. CONSTRUCTION SURVEYS

Construction survey is the responsibility of the Contractor and shall include the building location and site grading.

15. MEASUREMENT AND PAYMENT

- A. **Scope:** This section describes the method of measurements and the basis of payment for all work shown on the drawings and required by the Contract Documents. This measurement and payment section shall take precedence over all other references to measurement and payment referenced in these specifications (with the exception of any addenda).
- B. **Bid Prices:** The bid price for each item of the Contract in the Bid Proposal shall cover all work shown on the drawings and be defined in the specifications and other contract documents. All costs in connection with the work including furnishing all materials, equipment, and tools, and performing all necessary labor and supervision to fully complete the work, shall be included in the lump sum or unit price bid items on the proposal. The amounts shown on the proposal shall be the contract price.

No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to the prices submitted in the Bid Proposal. All work not specifically set forth as a pay item in the Bid Proposal shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the prices bid.

Retainage at the amounts specified in the General Conditions will be withheld from each progress payment.

- C. **Estimated Quantities:** Any estimated quantities stipulated in the Bid Proposal or other Contract Documents are approximate and are to be used only as a basis for estimating probable cost of the work and for the purpose of comparing the bids submitted for the work.
- D. **Method of Measurement:** No measurement will be made on bid items representing a lump sum bid.
- E. **Basis of Payment:**

1. Mobilization, Insurance & Bonding

- General: This bid item shall include the costs associated with mobilizing to the project site, insurance, bonding, permitting, and submittals.

- **Work Included**
 - All labor, tools, equipment, materials, royalties, and incidentals needed to complete the work as specified;
 - Transport and set up all equipment, materials, and other items needed to complete the project;
 - All permits, coordination, and compliance inspections required for the work;
 - Insurance and bonding;
 - Provide and install project sign;
 - Prepare and provide submittals, construction schedule, and all other paperwork required by the contract documents prior to construction startup.

- Measurement: Measurement shall be one lump sum bid item.

- Payment: Payment shall be by the price bid for the lump sum bid item listed in the proposal.

2. **Excavation and Embankment**

- General: This bid item shall include the excavation, embankment, grading and subgrade preparation for the site.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
 - Clearing and grubbing;
 - Grading, embankment, excavation and compaction;
 - Import or export of material;
 - Compaction testing;
 - Survey;
 - Watering and dust control;
 - Remove and replace existing topsoil.

- Measurement: Measurement shall be one lump sum bid item.

- Payment: Payment shall be by the price bid for the lump sum bid item listed in the proposal.

3. Concrete Piers & Footings

- General: This bid item shall include the installation of concrete footings and floor slabs.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
 - Structural Design by a Professional Engineer;
 - Placement of underlying crushed gravel with compaction;
 - Provide and place soil separation fabric;
 - Survey line and grade;
 - Forming;
 - Provide and place reinforcement;
 - Provide, place and finish concrete;
 - Protection of existing concrete;
 - Finishing;
 - Hot and cold weather concreting procedures.
- Measurement: Measurement shall be one lump sum bid item
- Payment: Payment shall be by the price bid for the lump sum bid item listed in the proposal

4. Gravel Surfacing

- General: This bid item shall include the delivery, stockpiling, and repair of crushed top surfacing.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified:
 - Deliver and stockpile crushed top surfacing.
- Measurement: Measurement shall be per cubic yard of gravel surfacing installed. Measurement shall be rounded to the nearest cubic yard.
- Payment: Payment shall be by the unit price bid for each cubic yard of gravel surfacing installed listed in the proposal.

5. Metal Building

- General: This bid item shall include the installation of the building structure above the building floor, including roofing.
- Work Included:
 - All labor, tools, equipment, materials, and incidentals needed to complete the work as specified;
 - Provide structural design of foundation and building including drawings and calculations, prepared by a Professional Engineer;
 - Survey to locate building;
 - Provide and erect rigid frames, girders, columns and other framing members;
 - Provide and install wall and roof panels;
 - Provide and install trim;
 - Provide and install rain gutter;
 - Provide and place fire suppression equipment;
 - Painting;
 - Sealants and gaskets;
 - Obtain building permit from City of Kalispell;
 - Fees for building permit.
- Measurement: Measurement shall be one lump sum bid item.
- Payment: Payment shall be by the price bid for the lump sum bid item listed in the proposal.

6. Electrical

- General: This bid item shall include the installation of all electrical components defined in the project documents.
- Work Included:
 - All labor, tools, equipment, materials, royalties, and incidentals needed to complete the work as specified;
 - Provide and install all electrical components conductors and appurtenances as defined in the electrical plans;
 - Trench excavation and backfill for buried conductors and conduit;

– Permits.

- Measurement: Measurement shall be one lump sum bid item.
- Payment: Payment shall be by the price bid for the lump sum bid item listed in the proposal.