

SPECIAL PROVISIONS

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SP-01 PROJECT SAFETY

CONTRACTOR IS SOLELY RESPONSIBLE FOR PROJECT SAFETY AND ADHERENCE TO O.S.H.A. AND OTHER APPLICABLE SAFETY, HEALTH, AND SANITATION STANDARDS.

This requirement will apply 24 hours per day until acceptance of the work by Owner and shall not be limited to normal working hours.

SP-02 ACCIDENTS

Contractor shall provide at the site such equipment and medical facilities as necessary to supply first aid service to anyone who may be injured in connection with the work.

Contractor must promptly report in writing to Owner all accidents arising out of, or in connection with, the performance of the work, whether on or adjacent to the site which caused death, personal injury, or property damages, giving full details, and statements of witnesses. In addition, if death or serious injury or serious damages are caused, the accident shall be reported immediately by telephone or messenger to Owner.

If any claim is made by anyone against Contractor or any Subcontractor on account of any accident, Contractor shall promptly report the facts in writing to Owner, giving full details of the claim.

SP-03 PRE-CONSTRUCTION CONFERENCE

After award of the contract, a pre-construction conference will be held with the Owner and Engineer to clarify miscellaneous items of the contract to include contractor scheduling, contractor's responsibilities, utility conflicts, and general work and safety requirements.

SP-04 INCORPORATION OF THE MPWSS

All provisions of the Montana Public Works Standard Specifications, Seventh Edition, April 2021, hereafter collectively referred to as the MPWSS, apply to the project, except where portions of the MPWSS are modified or replaced by the Contract Documents. Each Section of the MPWSS that has been modified is listed in the Table of Contents of the Technical Specifications Section. The entire Section from the MPWS has not been rewritten for these modifications. Instead, modifications are indicated for a specific subsection, paragraph, sentence or drawing.

Where a Standard Modification to MPWSS does not exist for a particular Section of MPWSS it shall be assumed the work is to be completed in accordance with the appropriate MPWSS Section. When a Standard Modification to MPWSS does exist the requirements of that modification supersede the related MPWSS requirement. Where paragraphs are specifically deleted or modified, or new paragraphs added, all other parts of the MPWSS will remain in effect unless otherwise modified by the Project Manual in accordance with the order of governance as specified in "Summary of Work". Forms included in the Project Manual will be used in lieu of similarly titled forms in the MPWSS. Where Technical Specifications follow the Modifications in later Divisions of the Project Manual, those Specifications replace same numbered specifications in the MPWSS.

SP-05 BEST MANAGEMENT PRACTICES

Dust Control – Dust control is to be considered an integral part of the Work. Dust Control shall be provided from the start of construction until the Work is complete. Fugitive dust as a result of construction shall be controlled at all times within the subject property. The Contractor shall have a water truck available for dust control prior to beginning any construction tasks. Wetting shall be done a minimum of twice per day in dry conditions or at the direction of the Engineer or Owner as required until the final construction activities are completed. Contractor shall be prepared to provide dust control until the final surface restoration is completed. All costs incurred to meet dust control requirements are incidental to other items of the contract and no separate payment shall be made.

Road Cleaning – It shall be the sole responsibility of the contractor to keep all roads free from mud, cobbles or other contaminants generated as a result of construction activities. It shall be the responsibility of the contractor to clean all foreign matter from roads in a reasonable amount of time as determined by the Owner & Engineer. All costs incurred to meet road cleaning requirements are incidental to other items of the contract and no separate payment shall be made.

Erosion Control Measures – Temporary erosion and sediment control measures includes the installation and maintenance of temporary structural control measures to reduce or eliminate the erosion of soil and transport of sediment offsite as result of construction activities. This may include, but not be limited to, silt fences, ditch checks, sediment basins, erosion control mats, stabilized construction entrance, temporary diversions, inlet protection, sediment traps, and slope drains. If erosion control measures are required, it shall be the responsibility of the contractor to install and maintain them throughout the construction. All costs incurred to meet erosion control requirements are included in the Temporary Erosion Control bid item.

Failure to Provide Service – If the contractor fails to provide adequate service on the above listed items, the Owner reserves the right to contract these activities to a third party, the cost of which will be deducted from the contract amount at the time of the next pay request.

SP-06 WATER FOR CONSTRUCTION

Contractor shall apply water at the locations, and in the amounts required to properly compact the work. Equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts required. Contractor shall also apply water during the course of the work to control dust and maintain all embankments and base courses in a damp condition. The Contractor shall take appropriate measures to ensure construction water and equipment transport no aquatic invasive species per MCA 80-7-1012. The cost of the water used for construction purposes is the Contractor's responsibility, will not be paid separately and shall be merged with applicable bid items.

SP-07 STAGING AREA

Staging areas shall be coordinated with the Owner. Take care to protect, preserve and/or replace objects and structures encountered within the confines of the staging areas and restore all disturbed areas as close as possible to original condition as possible unless otherwise dictated in these specifications.

Storage of construction materials, equipment, stockpiles and other items pertinent to the construction of the project will be allowed in the staging areas. However, bulk storage of petroleum based products stored in tanks will not be allowed. At all times, spill kits must be available on-site for any accidental spills of petroleum.

No payment will be allowed to the Contractor for any work, with regards to the staging areas, with the exception of seeding.

SP-08 CONFLICTS WITH UTILITIES

Utilities may be in conflict with certain areas of the project. Utilities and other appurtenances may include but are not limited to the following: culverts; gas mains and services; television cables; telephone lines and pedestals; electrical boxes and lines; fiber optic lines; and petroleum lines.

Utility locations are based on the available information which has been provided to or discovered by the Engineer. There is no guarantee as to the accuracy and completeness thereof is expressly disclaimed. As outlined in SC-5.05.A.3, the Contractor must check with the Utilities Underground Location Center (800-424-5555) at least two full working days in advance of the planned work date so that all utilities are located prior to digging.

The Contractor shall coordinate work with all utility companies or private entities that may be affected by the project. The Contractor shall be responsible for any charges associated with relocating, removing, replacing, crossing, working around, or supporting utilities or otherwise addressing utility conflicts as necessary to conduct construction operations and properly construct the project. The Contractor shall also be solely responsible for any damage to these utilities due to their operations. The Contractor shall work closely with the utilities to ensure their criteria are met and no problems result.

Unless identified as a bid item in the Bid Form, no separate payment will be made for this work, and the Contractor shall figure the cost of such work into other applicable bid items.

SP-09 QUALITY CONTROL TESTING OF SOIL AND AGGREGATE MATERIALS

This Special Provision only applies to soil and aggregate materials. Refer to other applicable sections of the specifications for quality control testing requirements of other materials.

Complete testing of all components of the project will be required to the satisfaction of the Owner and the Engineer. The Contractor is solely responsible for quality control (QC) testing.

The following table outlines the minimum frequency of quality control testing. All testing is the responsibility of the Contractor and must be conducted by an approved, certified testing laboratory or individual.

Contractor must remedy all defects and performance problems revealed by the testing to the satisfaction of the Engineer at no additional expense to the Owner. The Owner may conduct quality assurance testing in addition to the Contractor's quality control testing, and in the case of a conflict between quality control and quality assurance testing, the quality assurance testing will govern.

Minimum Quality Control Testing Frequency Table

| SECTION | ITEM DESCRIPTION | TEST OR SUBMITTAL | FREQUENCY |
|-----------------|---------------------------|--------------------------------|--------------------------|
| ROADWAYS | | | |
| 02230 | Subgrade Preparation | Field Density/Moisture Content | 1 test / 5,000 SF / lift |
| 02230 | Embankment Placement | Field Density/Moisture Content | 1 test / 5,000 SF / lift |
| 02230 | Subexcavation Replacement | Field Density/Moisture Content | 1 test / 5,000 SF / lift |
| 02234 | Sub-Base Course(s) | Field Density/Moisture Content | 1 test / 5,000 SF / lift |
| 02235 | Base Course(s) | Field Density/Moisture Content | 1 test / 5,000 SF / lift |

SP-10 CONSTRUCTION STAKING

Vertical control points (benchmarks) will be provided by the Engineer throughout the project site. The Contractor shall protect all control points during the course of their work and replace any points damaged or removed by their activities. All survey monuments and stakes provided by the Contractor shall be subject to inspection and verification by the Engineer. The Contractor shall provide all staking necessary for vertical and horizontal layout such that the project may be completed in accordance with the plans and specifications.

The Contractor will be required to bluetop the road and parking surface at 100-foot minimum intervals (centerline and edge of road) at the following times;

- Prior to final grading of subgrade.
- Prior to final grading of crushed top surfacing course.

The tolerances for road subgrade shall meet the requirements of the Montanan Department of Transportation Standard Specifications. The finished elevations shall not deviate from the plan elevation more than 0.05 feet at any given point. Finished centerline horizontal alignment shall not deviate from plan location more than 0.2 feet.

SP-11 PERMITS

The Owner will obtain the following permits at no expense to the Contractor. The Contractor will be required to carry out all provisions of these permits as part of this contract.

1. Montana Department of Fish, Wildlife, and Parks – Montana Stream Protection Act (SPA124 Permit).
2. Montana Department of Environmental Quality – Short-Term Water Quality Standard for Turbidity (318 Authorization).
3. U.S. Army Corps of Engineers – Federal Clean Water Act (404 Permit).

The Contractor is responsible for obtaining all additional necessary permits, licenses, agreements, insurance, and approvals required by any government authority or agency for the performance of this work at his own expense. Owner will allow Contractor access, as appropriate and necessary, for

obtaining data in regard to permits and, at its own discretion, may assist Contractor, when necessary, in obtaining such permits. These Permits may include but are not limited to the following:

1. Storm Water Discharge Permit. The work requires a General Permit for Storm Water Discharges Associated with Construction Activities, and all discharges must be in accordance with the submitted Storm Water Pollution Prevention Plan (SWPPP). The Contractor is responsible for preparing and signing a SWPPP and submitting a complete Notice of Intent (NOI) package to the Montana Department of Environmental Quality. The Contractor will be responsible for all fees associated with the permit application.

Implement and comply with the provisions of the NOI and SWPPP and the cost of this item shall be included in the Temporary Erosion Control contract price. If the Contractor elects not to carry out the provisions of the NOI and SWPPP, he shall be responsible for any damages or fines the State of Montana may assess for non-compliance. At the end of the project, the Contractor will be responsible for submitting and signing a completed Notice of Terminations (NOT) form to the Department of Environmental Quality. The Contractor will be responsible for paying annual SWPPP permit renewal fees until the NOT is issued.

SP-12 EASEMENTS, CONSTRUCTION LIMITS, AND RIGHT-OF-WAY

Conduct construction operations within the easement, construction limits, and right-of-way limits. Obtain written permission from the Owner and adjoining private landowner prior to conducting any operations off the allowed easement. Take care to protect, preserve and/or replace objects and structures encountered within the confines of the easements and restore all disturbed areas restored to the original condition unless otherwise dictated in these specifications.

SP-13 CONTRACTOR EMERGENCY CONTACT

Provide a primary and secondary 24-hour, 7-day a week emergency contact.

SP-14 NOXIOUS WEEDS

Comply with the County Noxious Weed Management Act, Title 7, Chapter 22, Part 21 and all county and contract noxious weed control requirements. Determine the specific noxious weed control requirements of each county where the project is located before submitting a bid. Equipment and vehicles will be washed prior to entering the project site to remove vegetation to avoid the spread of weeds. The Contractor is responsible for killing any noxious weeds that emerge in disturbed areas during the construction timeframe. All costs incurred to meet noxious weed control requirements are incidental to other items of the contract.

SP-15 SANITARY FACILITIES

Contractor shall provide and maintain on site sanitary facilities for use by construction personnel and subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health.

SP-16 PROGRESS MEETINGS

The Engineer will schedule and conduct progress meetings at regular intervals to discuss the status of the project. The meetings will be conducted at the project site, unless otherwise indicated. The Engineer will prepare the meeting agenda and will distribute the agenda to all invited attendees.

In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

Engineer shall record significant discussions and agreements achieved and shall distribute the meeting minutes to everyone concerned within 7 days of the meeting.

SP-17 INCIDENTAL WORK ITEMS

The cost for the following incidental work items will not be paid separately and shall be merged with applicable bid items. Incidental work includes but is not limited to:

- 1) Bonds and Insurance
- 2) Permits
- 3) Overhead and Profit
- 4) Cost of laboratory procedures for required submittals
- 5) Utility locating
- 6) Disposal of excess excavated material and unclassified excavated materials
- 7) Pipe bedding
- 8) Expenses related to storm water management including cost of materials, installation of BMPs, and removal of BMPs
- 9) Quality control testing
- 10) Surveying/staking/layout
- 11) Clean-up
- 12) Clearing and grubbing
- 13) Water for dust control and compaction
- 14) Topsoil stripping, stockpiling, hauling and replacement
- 15) Disposal of construction debris
- 16) Submittals
- 17) Temporary sanitary facilities
- 18) Record documents maintenance and submittal

SP-18 MEASUREMENT AND PAYMENT

The following description of work, measurement of pay quantities and method of payment shall govern payment to the Contractor under this Contract. Payment for these items shall be full compensation for the

completed items of work furnished and installed and the cost of any incidental work or materials required to complete the item.

| <u>BID ITEM</u> | <u>DESCRIPTION</u> |
|------------------------|---|
| 1 | <u>Mobilization/Demobilization:</u> See Section 01450 – Mobilization/Demobilization, Part 4. |
| 2 | <u>Temporary Erosion Control:</u> Measurement and payment is made per lump sum for Temporary Erosion Control. Payment will be made at the contract lump sum price for furnishing all labor, materials, tools, equipment and all other incidentals required to complete the item. The work includes obtaining a Storm Water Discharge Permit for construction activities, preparation of the Stormwater Pollution Prevention Plan (SWPPP), preparing and submitting a Notice of Intent (NOI) and Notice of Termination (NOT) to the Montana Department of Environmental Quality and installation and monitoring of temporary erosion and sediment control measures (including, but not be limited to, silt fences, fiber rolls, ditch checks, sediment basins, erosion control blankets, stabilized construction entrance, and temporary diversions). All temporary erosion and sediment control measures shall meet the requirement of the “Montana Post-Construction Storm Water BMP Design Guidance Manual” dated September 2017. |
| 3 | <u>Imported Borrow</u> See standard modifications to MPWSS Section 02230 – Street Excavation, Backfill and Compaction, Part 4. |
| 4 | <u>Excavation and Embankment:</u> See standard modifications to MPWSS Section 02230 – Street Excavation, Backfill and Compaction, Part 4. |
| 5 | <u>Separation Fabric:</u> See standard modifications to MPWSS Section 02110 – Geotextiles, Part 4. |
| 6 | <u>¾” Minus Crushed Base Course:</u> See standard modifications to MPWSS Section 02235 – Crushed Base Course, Part 4. |
| 7 | <u>3” Minus Sub Base Course:</u> See standard modifications to MPWSS Section 02234 – Sub Base Course, Part 4. |

| <u>BID ITEM</u> | <u>DESCRIPTION</u> |
|------------------------|---|
| 8 | <p><u>2-1/2" Minus Ballast:</u> See standard modifications to MPWSS Section 02234 – Sub Base Course, Part 4.</p> |
| 9 | <p><u>4" Reinforced Concrete Surfacing:</u> See Standard Modifications to MPWSS Section 02529 – Concrete Sidewalks, Driveways, Approaches, Curb Turn Fillets, Valley Gutters and Miscellaneous New Concrete Construction, Part 4.</p> |
| 10 | <p><u>6" Reinforced Concrete Surfacing:</u> See Standard Modifications to MPWSS Section 02529 – Concrete Sidewalks, Driveways, Approaches, Curb Turn Fillets, Valley Gutters and Miscellaneous New Concrete Construction, Part 4.</p> |
| 11 | <p><u>6" Schedule 80 PVC Culvert:</u> See Standard Modifications to MPWSS Section 02725 – Drainage Culverts, Part 4.</p> |
| 12 | <p><u>18" HDPE Culvert w/ Metal F.E.T.S.:</u> See Standard Modifications to MPWSS Section 02725 – Drainage Culverts, Part 4.</p> |
| 13 | <p><u>24" HDPE Culvert w/ Metal F.E.T.S.:</u> See Standard Modifications to MPWSS Section 02725 – Drainage Culverts, Part 4.</p> |
| 14 | <p><u>Tree Removal</u> Measurement and Payment is made per each tree removed. Payment will be made at the contract unit price for furnishing all labor, materials, tools, equipment and all other incidentals required to complete the item. The work consists of complete removal of trees, including the stump and any roots that will be located within the extents of the new road embankment. Only trees marked by the owner shall be removed. The tree trunks and branches must be disposed of legally offsite by the Contractor. Burning on site will not be allowed.</p> |
| 15 | <p><u>16 ft Cattle Guard</u> Measurement and Payment is made per each 16 ft long cattle guard. Payment will be made at the contract unit price for furnishing all labor, materials, tools, equipment and all other incidentals required to complete the item. The work includes earthwork, the reinforced concrete foundations (both ends), anchor bolts, metal cattle guard grating, two</p> |

angle iron end wings, two end wing wood posts, all connection hardware and miscellaneous components to construct the cattle guards as detailed.

16

24 ft Cattle Guard

Measurement and Payment is made per each 24 ft long cattle guard. Payment will be made at the contract unit price for furnishing all labor, materials, tools, equipment and all other incidentals required to complete the item. The work includes earthwork, the reinforced concrete foundations (both ends), anchor bolts, metal cattle guard grating, two angle iron end wings, two end wing wood posts, all connection hardware and miscellaneous components to construct the cattle guards as detailed. This item also includes new wing fencing at both ends of the cattle guard to tie into the existing fencing along Nickwall Road. The wing fencing construction shall match the existing Nickwall Road fencing.

17

4-Wire Farm Fence

See Section 02824 – Fencing, Part 4.

18

Barbed Wire Gate

See Section 02824 – Fencing, Part 4.

19

Pedestrian Access

See Section 02824 – Fencing, Part 4.

20

Precast Concrete Latrine (Including Site Prep):

See Section 03401 – Precast Concrete Vault Latrines, Part 10.

21

Single Post for Future Sign:

Measurement and payment is made per each 4-inch round or 4-inch x 4-inch square wood sign post. Payment will be made at the contract unit price for furnishing all labor, materials, equipment and all other incidentals required to complete the item. The work includes furnishing and installing a single post with no sign and post embedment into the ground.

22

Single Post Sign (Owner Furnished Sign):

Measurement and payment is made per each sign. Payment will be made at the contract unit price for furnishing all labor, materials, equipment and all other incidentals required to complete the item. The work includes furnishing and installing a single 4-inch round or 4-inch x 4-inch square wood sign post, post embedment and the sign mounting bolts. The work also includes mounting the owner provided sign.

23

Double Post Sign (Owner Furnished Sign):

Measurement and payment is made per each sign. Payment will be made at the contract unit price for furnishing all labor, materials, equipment and all

other incidentals required to complete the item. The work includes furnishing and installing two 4-inch round or 4-inch x 4-inch square wood sign post, post embedment and the sign mounting bolts. The work also includes mounting the owner provided sign.

24

Boundary Fence Sign (Owner Furnished Sign):

Measurement and Payment is made per each sign. Payment will be made at the contract unit price for furnishing all labor, materials, equipment and all other incidentals required to complete the item. The work includes mounting single owner furnished signs on the new boundary fencing.

25

Interpretive Sign (Owner Furnished Sign and Posts):

Measurement and Payment is made per each sign. Payment will be made at the contract unit price for furnishing all labor, materials, equipment and all other incidentals required to complete the item. The work includes installing the owner furnished metal cantilever pedestal and post embedment into the ground with concrete footings. The work also includes mounting the owner provided interpretive sign on the pedestal.

26

Kiosk Sign (Owner Furnished Signs):

Measurement and Payment is made per each signage kiosk. Payment will be made at the contract unit price for furnishing all labor, materials, equipment and all other incidentals required to complete the item. The work includes furnishing and installing the wood framing and posts for the kiosk signage, post embedment into the ground and installing the owner furnished signage.

27

Seeding:

See Section 02910 – Seeding, Part 4.

28

Barrier Rocks

See Section 02241 – Barrier Rocks, Part 4.

END OF SECTION