

**SUPPLEMENTAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION**  
(REVISED APRIL 30, 2013)

**FOR STATE OF MONTANA GENERAL CONDITIONS**

**ARTICLE 1 – GENERAL PROVISIONS**

**1.6.1** Insert in the sixth line: “All documents which constitute the instruments of service are the property of the Owner.” In lieu of the phrase “Unless otherwise indicated, the Architect/Engineer and the Architect/Engineer’s consultants shall be deemed the authors of them... except as defined in the Owner’s Contract with the Architect/Engineer.”

**ARTICLE 2 – THE OWNER**

**2.1 THE STATE OF MONTANA**

**2.1.1.1 ADD:** The State of Montana includes its officers, elected and approved officials, employees and volunteers, and political subdivisions thereof. The State of Montana and Montana State University are synonymous throughout the contract documents.

**ARTICLE 3 – THE CONTRACTOR**

**3.10. CONSTRUCTION SCHEDULES**

**3.10.1.1 ADD:** A pre-construction meeting will be held at a time mutually agreed upon by the Owner, Architect/Engineer and Contractor at Facilities Planning, Design and Construction, Montana State University, Bozeman, Montana. The contractor shall confirm the Contractor’s Construction Schedule for the Work. Coordination of operating requirements of the affected buildings, and surrounds, schedule of activities and Owner requirements will be discussed, as well as the order in which the Contractor intends to pursue the work. This schedule will be reviewed and must be mutually agreed upon by the Architect, Contractor and Owner.

**3.13. USE OF SITE**

**3.13.3 ADD:** MSU BOZEMAN Vehicle Regulations state:

“All students, faculty, staff, and visitors must register any motor vehicle they park on the University campus, for any reason. A visitor is anyone not defined as student, staff or faculty.”

All Contractor and Contractor employees shall comply with Montana State University parking regulations. MSU parking permits can be purchased at the Huffman Building at Seventh Avenue and Kagy Boulevard. Contractor should call University Police at 994-2121 for permit information. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.

Unless otherwise indicated on the drawings, all Contractor and Contractor employee vehicles on campus shall be parked in designated parking lots. If allowed on the drawings, vehicles to a maximum number stated, may be parked in project site areas designated and shall only be Contractor vehicles with company signs clearly visible. No personal vehicles shall be parked at the project site in any case. If a driver of a vehicle not allowed to be parked at the project site must unload equipment, tools, or materials, the vehicle must be immediately thereafter moved to a designated lot or leave campus. Vehicles parked in the project site, other than those allowed on the drawings, may be ticketed and towed.

Access to the project site shall be only by the route designated on the drawings. In cases where a different route must be used for a specific purpose, permission must be obtained from MSU Facilities Services. In no case will

vehicles be used on the Centennial Mall paving. Access routes are for delivery of equipment, tools, and not for parking.

Site staging areas for materials and equipment if permitted, will be designated on the drawings if permitted. If not designated, staging is intended to be in the construction area boundaries. Staged materials and equipment must be secured on the ground surface or in trailers. Site staging areas shall be fenced.

**3.13.4 ADD:** The Contractor shall coordinate his operations with the Owner in order that the Owner will have maximum use of existing facilities surrounding the area of the Work, as agreed upon, at all times during normal working hours. Contractor further agrees to coordinate his operations so as to avoid interference with the Owner's normal operations to as great an extent as possible.

**3.13.5 ADD:** By acceptance of MSU Building Keys the Contractor agrees with the following: University keys are the property of Montana State University. Fabricating, duplicating or modifying University keys is prohibited. Doors must remain locked at all times. The use of these keys to allow unauthorized persons to enter the above areas is prohibited.

Loss of any key must be reported immediately to the Director, Office of Facilities Services and University Police, if the loss of keys results in re-keying costs, these costs will be charged to the Contractor. See attached Estimated Re-Keying Costs per Building.

**3.13.6 ADD:** The Montana Legislature decreed that the "right to breath smoke-free air has priority over the desire to smoke" (MCA 20-40-102). It is the policy of MSU to promote the health, wellness and safety of all employees, students, guests, visitors, and contractors while on campus. Therefore, the campus will be free of tobacco-use effective August 1, 2012.

The use of tobacco (including cigarettes, cigars, pipes, smokeless tobacco and all other tobacco products) by students, faculty, staff, guests, visitors, and contractors is prohibited on all properties owned or leased by MSU.

Littering any university property, whether owned or leased, with the remains of tobacco products is prohibited.

All university employees, students, visitors, guests, and contractors are required to comply with this policy, which shall remain in effect at all times. Refusal to comply with this policy may be cause for disciplinary action in accordance with employee and student conduct policies. Refusal to comply with the policy by visitors, guests and contractors may be grounds for removal from campus.  
([http://www2montana.edu/policy/smoking\\_facilities/](http://www2montana.edu/policy/smoking_facilities/))

## **ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

### **4.6. ARBITRATION**

**4.6.3** Insert in the second line "the Eighteenth Judicial District, Gallatin County" in lieu of "First Judicial District, Lewis & Clark County."

**4.6.11 ADD:** In responding to a claim brought by a Contractor, the Owner shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

## **ARTICLE 7 – CHANGES IN WORK**

### **7.2 CHANGE ORDERS**

**7.2.2.1** Insert the word "maximum" before "5%" and insert the word "maximum" before "10%".

**7.2.2.4 ADD:** Total Change Order markup shall not exceed (cost of the work) x 1.15.

**7.2.3.1** Insert at the beginning of the first sentence the word "Itemized".

**7.2.3.2** Insert at the beginning of the first sentence the word "Itemized".

**7.2.3.3** Insert at the beginning of the first sentence the word "Itemized".

**7.2.3.4 ADD:** The Contractor shall provide a complete description summarizing all work involved.

## **ARTICLE 8 - TIME**

### **8.1. DEFINITIONS**

**8.1.8.1 ADD:** The Owner will issue a written Notice to Proceed on satisfactory receipt of the signed Contract and all required bonds, insurance and other required submittals. Work commenced before receipt of the Notice to Proceed will be entirely at the Contractor's risk.

### **8.2. PROGRESS AND COMPLETION**

**8.2.5 ADD:** Completion of the work within the stated time and/or by the date stated on the Notice to Proceed is of the essence of this Contract and failure to complete, without approved time extension, may be considered default of the Contract. At the time for completion as stated on the Notice to Proceed or as extended by approved change order, if the work is not substantially complete, the Owner may notify the Contractor and the Contractor's surety company in writing of the recourse the Owner intends to take, within the Contract, to assess liquidated damages and /or cause the work to be completed.

### **8.3. DELAYS AND EXTENSIONS OF TIME**

**8.3.4 ADD:** By the act of signing the Contract, the Contractor signifies that he/she and all subcontractors can perform the work within the stated schedule and that subcontractors, manufacturers, suppliers, and deliverers are known to be able to support the schedule. Time extension may be granted for unforeseen conditions or events out of the Contractor's control causing delay in delivery of materials or causing delay in the Contractor's ability to perform the work within the Contract Documents. The Contractor is expected to take all possible measures and bear all reasonable costs in order to anticipate, control, counteract, and expedite such delay-causing conditions, including finding alternative sources of materials, equipment, shipping, and labor. Notification of any claim for schedule delay must be made in writing to the Owner within one week of the causing event or of first knowledge of a known delay causing condition with supporting documentation as required by the Owner. The Owner will respond in writing within one week to claims of delay. No claims of delay will be entertained after the date of completion as stated on the Notice to Proceed or as extended by previously approved delay claims.

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

### **9.3. APPLICATIONS FOR PAYMENT**

**9.3.7.2.1.** Insert in the first line "Schedule of Values" in lieu of "Schedule of Amounts for Contract Payment". Delete in the third line in its entirety the sentence beginning with the phrase "The use of GCPay or"

**9.3.7.2.3 ADD:** Subcontractor's List: The Contractor shall list all subcontractors doing work in excess of \$5,000.

### **9.4. CERTIFICATES FOR PAYMENT**

**9.4.1.** Delete in the fifth line in its entirety the sentence beginning with the phrase "For the purposes of this paragraph".

### **9.8. SUBSTANTIAL COMPLETION**

**9.8.4.1 ADD:** Prior to the inspection, the Contractor shall complete the final clean-up of the project site which, unless otherwise stated in the Contract Documents, shall consist of:

**9.8.4.1.1** Removal of all debris and waste. All construction debris and waste shall be removed from the campus grounds. Use of the University trash containers will not be permitted.

**9.8.4.1.2** Removal of all stains, smears, marks of any kind from surfaces including existing surfaces if said damage is the result of the work.

**9.8.4.1.3** Removal of all temporary structures and barricades.

## **9.10. FINAL COMPLETION AND FINAL PAYMENT**

**9.10.2.1** Insert in the first line “Contractors Affidavit of Completion, Payment of Debts and Claims and Release of Liens” in lieu of “Affadavit on Behalf of Contractor”.

**9.10.2.4** Insert in the first line after the word “(Form 103)”: “for contracts greater than or equal to \$50,000”

## **ARTICLE 10 – PROTECTIONS OF PERSONS AND PROPERTY**

### **10.1. SAFETY**

**10.1.2** Insert in the second line before the word “safeguards”: “and as approved by Owner.”

**10.1.2.1 ADD:** The Contractor recognizes that the Work will be conducted in and around buildings and areas that are occupied and will continue to function for the purposes of the University. The Contractor shall conduct a project safety meeting prior to the start of the Work, with the Owner’s representative and all others that the Owner’s representative deems necessary. The purpose of the meeting shall be to produce project specific rules and guidelines pertaining to but not restricted to: safety of persons in and around the area of the Work including type and location of fencing, guards, signage, etc.; closing of existing campus circulation routes and designation of alternate routes, including creation of temporary routes of access as required; creation and location of temporary signage as required to maintain accessible routes for handicapped access to and around the site of the Work. The Contractor shall be solely responsible for implementing all required means and methods for site safety and security that may be agreed upon in this meeting.

**10.1.2.2 ADD:** Contractor shall notify Owner any time his operations will disrupt use of and access to existing accessible routes. Contractor is solely responsible for maintaining existing accessible routes in the area of the project with the exception of temporary interruptions lasting one day or less. Contractor is responsible for erecting signage identifying temporary re-routing of accessible routes. Such re-routing shall be coordinated with Owner in advance.

### **10.3. UTILITIES**

**10.3.1 ADD:** 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.

**10.3.2 ADD:** “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.

**10.3.3 ADD:** 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. In cases of multiple or overlapping utilities or inconclusive electronic locating signals, MSU Project Manager may specifically indicate a wider area for Contractor's responsibility.

**10.3.4 ADD:** The Contractor's responsibility shall include repair or replacement of damaged utilities. In the event of damage to the 15 KV electrical distribution system, the broadband or fiber optic cables, repair will consist of replacement from termination to termination. Facilities Services and the MSU Information Technology Center will verify repair and recertification. The Contractor will also be responsible for all costs associated with reterminations and recertification.

**10.3.5 ADD:** 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 Facilities Services at the numbers above. If, after exposing an unlocated buried utility, the

Contractor continues digging without notifying Facilities Services and further damages the utility, the Contractor will be responsible.

**10.3.6 ADD:** 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.

**10.3.7 ADD:** In the event of a planned interruption of any existing utility service, the Contractor shall make arrangements with Facilities Services 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 Facilities Services and the Information Technology Center. The Contractor shall bear all costs associated with the interruptions and restorations of service.

## **ARTICLE 11 - INSURANCE AND BONDS**

### **11.4. COMMERCIAL GENERAL LIABILITY INSURANCE**

**11.4.1.3.** Insert in the first line after “State of Montana”: “, Montana State University”.

### **11.7. PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND (BOTH ARE REQUIRED ON THIS PROJECT)**

**11.7.1.** Insert in the first line at the beginning of the sentence “For contracts equal to or greater than \$50,000”.

### **11.8. CANCELLATION**

**11.8 ADD** All Certificates shall contain a provision that coverage provided by the policies will not be cancelled without at least thirty (30) days prior notice to the Owner.

## **ARTICLE 13 – MISCELLANEOUS PROVISIONS**

### **13.1. GOVERNING LAW**

**13.1.1.** Insert in the second line “The Eighteenth Judicial District, Gallatin County” in lieu of “First Judicial District, Lewis and Clark County”.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**



**FACILITIES SERVICES**

PO BOX 172760, BOZEMAN, MONTANA 59717-2760

406/994-5413 FAX 406/994-5665

**Cost Estimate to Re-key Buildings**

<b>Building</b>	<b>Core #</b>	<b>Cut keys</b>	<b>Budget</b>
AJM Johnson	112	448	\$13,000.00
Animal BioScience	109	436	\$13,000.00
ARC	122	488	\$14,000.00
Athletics (Fieldhouse etc.)	500	2,000	\$52,000.00
Cheever	136	544	\$18,000.00
Chem Building	229	916	\$30,000.00
Chem Modular	16	64	\$3,000.00
Cobleigh	380	1,520	\$41,000.00
Cooley	99	396	\$12,000.00
Creative Arts Complex	368	1,472	\$50,000.00
Culbertson	171	684	\$23,000.00
Haynes	113	452	\$16,000.00
Howard	119	476	\$16,000.00
Huffman	39	156	\$6,000.00
EPS	408	1,632	\$45,000.00
EPS Complex	928	3,712	\$106,000.00
Gains	175	700	\$23,000.00
Grad Art	6	24	\$2,000.00
Hamilton	99	396	\$16,000.00
Heat Plant	17	68	\$3,000.00
Herrick	118	472	\$16,000.00
Kellog	35	140	\$5,000.00
Leon Johnson	313	1,252	\$37,000.00
Lewis	163	652	\$21,000.00
Linfield	295	1,180	\$34,000.00
Marga Hosaeus	134	536	\$18,000.00
Marsh	187	748	\$24,000.00
McCall	52	208	\$9,000.00
Molecular Bean	5	20	\$2,000.00
Montana	156	624	\$22,000.00
MOR	166	664	\$25,000.00
OutDoor Rec	16	64	\$3,000.00
Plant BioScience	112	448	\$16,000.00
Plant Growth	152	608	\$20,000.00
Reid	302	1,208	\$36,000.00
Renne	255	1,020	\$32,000.00
Roberts	140	560	\$20,000.00
Romney	98	392	\$15,000.00
Swingle	137	548	\$18,000.00
Taylor	56	224	\$10,000.00
Traphagen	148	592	\$21,000.00
Univ. Record Storage	9	36	\$2,000.00
VisComm (Black Box)	144	576	\$21,000.00
Wilson	325	1,300	\$38,000.00
Mech Room	501	2,004	\$30,000.00
<b>Total</b>	<b>8,165</b>	<b>30,656</b>	<b>\$997,000.00</b>

Accepted BY: \_\_\_\_\_

Date: \_\_\_\_\_