Schedule B - No Formal Bid Packages will be issued

Subcontractors are requested to bid on the entire Photovoltaic Array scope for furnish install of all equipment shown. Please submit a complete scope.

**Bid Date:** Tuesday, June 27th, 2017, 2:00 P.M., Local Time

**Bid Location:** Martel Construction, Inc. 1203 South Church, Bozeman, MT 59715 (406) 586-8585

To: All Plan Holders

Acknowledge receipt of this addendum by entering its number and date in the space provided on page 2 of the Bid Form.

This addendum forms a part of the Contract Documents. It modifies them as follows:

**PROJECT MANUAL: BIDDING & CONTRACT REQUIREMENTS / DIVISION 00 Procurement and Contracting Requirements.**

**LEGAL & PROCEDURAL REQUIREMENTS**

Add:

001116 - Invitation to Bid - attached to this Addendum.

001120 - Instructions to Bidders - A.I.A. Document 701 modified; - attached to this Addendum.

001150 - Bid Form - Attached to this Addendum. Note; submit all bids using Martel Bid Form. Attach Subcontractors or Suppliers own Proposal Form along with provided Bid Form for qualification and clarification purposes.

Appendix B – Photovoltaic Array Return on Investment

001130 – Preliminary Schedule – attached to this Addendum.

- Staging and Logistics Plan
- Parking Regulations – 2016

A312 – Payment Bond
A312 – Performance Bond
A401 – Sample Subcontract

**Previously Awarded Schedule “A & B” Bid Packages – Civil Site Grading, Site Utilities including Sewer, Water, Storm, Gas and Primary Electrical Distribution, Site Demo and Engineered Aggregate Piers, HVAC Temperature Controls and Building Management Systems, and Schedule B for the remaining construction of the facility including building fit out.**

Please do not submit proposals for any of the above scopes of work at this time.

**The only item bidding at this time is the Photovoltaic Array scope of work**
End of Addendum No. 1

Attachments:
001116 - Invitation to Bid
001120 - Instruction to Bidders - AIA Document 701 modified
001150 - Bid Form
  Appendix B – Photovoltaic Array Return on Investment – To Be Submitted with Bid Form.
001130 - Preliminary Schedule
  - Staging and Logistics Plan
  - Parking Regulations – 2016
A312 – Payment Bond
A312 – Performance Bond
A401 – Sample Subcontract
INVITATION TO BID

Separate Subcontractor bids for the construction of:

MSU Norm Asbjornson Hall – Photovoltaic (PV) Scope Only

will be received until 2:00 PM on Tuesday, June 27th, 2017, and will be received at the offices of Martel Construction, Inc. 1203 South Church, Bozeman, Montana 59715 for: MSU Norm Asbjornson Hall, A/E No. 2014-02-07. Bids shall be delivered by U.S Mail, Hand Delivered, or emailed to the address shown above or as follows:

Email Bids to jmartel@martelconstruction.com

Please identify the following information on your bid via the project Bid Form:

Bidders Name and Address
Contractor Registration No.:
Project: MSU Norm Asbjornson Hall
Bid Date: June 27th, 2017
Scope of Work:
Acknowledge Addenda No.: __ __ __ __ __ __

Tabulated bid results will be made available as soon as possible and will be posted at the office of the Construction Manager and MSU.

**A PRE-BID CONFERENCE IS SCHEDULED FOR TUESDAY June 20th, 2017 AT 2:00 PM. PARTICIPANTS SHOULD MEET AT THE MSU SITE OFFICE OF: MARTEL CONSTRUCTION AT THE NAH SITE JUST SOUTH OF THE CORNER OF 7TH AVE. AND GRANT ST. IN BOZEMAN, MONTANA. ATTENDANCE IS MANDATORY. BIDDERS SHOULD THOROUGHLY REVIEW THE CONTRACT DOCUMENTS BEFORE THE PRE-BID CONFERENCE.**

Bids shall be submitted on the forms provided in Addendum #B6. Bidders must also submit APPENDIX B – PV ARRAY ROI WORKSHEET ALONG WITH BID FORM. Please also attach bidder’s own proposal form or scope letter for clarification and qualification purposes. Scope letters submitted at least 48 hours in advance of bids due are strongly encouraged.

The project generally consists of, but is not necessarily limited to, the following major items:

**SCHEDULE B:** Furnish and install of Photovoltaic (PV) products and services.

The contract documents, consisting of (3) volumes of drawings and (5) volumes of Project Specifications Manuals and any addendums (6) published, may be examined or obtained at the office of Martel Construction, Inc., 1203 South Church Ave., Bozeman, Montana. Required deposit is $1,000.00 per full set which is fully refundable provided the documents are returned in good condition and not marked up. A $50.00 Non Refundable fee is required for shipping documents. An electronic copy is available from the Construction Manager at no charge.

In addition, the Drawings and Project Manuals may also be examined at the following specific locations and select regional exchanges:
Contractors and any subcontractors doing work on this project will be required to obtain registration from the Montana Department of Labor and Industry. Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect Avenue, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-800-556-6694. Contractors are required to have been registered with the Department of Labor and Industry prior to bidding on this project.

The Bidder must supply all the information required by the bid documents and specifications.

Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided to the Construction Manager as noted in the specifications.

The subcontractor may be requested to provide a performance and payment bond.

The right is reserved to reject any or all Bids received, to waive irregularities, to make an award of the contract for a period of not to exceed ninety (90) days, and to accept the most responsive and responsible bid which is in the best interest of the State of Montana.

Martel Construction will make reasonable accommodations for any known disability that may interfere with an applicant’s ability to compete in the bidding and/or selection process. In order for Martel to make such accommodations, applicants must make known any needed accommodation to the individual project managers listed in the contract documents.

End – Invitation to Bid
Instructions to Bidders

for the following PROJECT:
(Name and location or address)
Norm Asbjornson Hall - Montana State University
Corner of S. 7th Ave. and W. Grant St.

THE OWNER:
(Name, legal status and address)
Department of Administration, State of Montana
P.O. Box 200103
1520 East Sixth Avenue
Helena, MT 59620-0103

THE ARCHITECT:
(Name, legal status and address)
A & E Architects
608 N. 29th St.
Billings, MT 59101

THE CONSTRUCTION MANAGER:
(Name, legal status and address)
Martel Construction, Inc.
1203 S. Church Ave.
Bozeman, MT 59715

TABLE OF ARTICLES

1 DEFINITIONS
2 BIDDER'S REPRESENTATIONS
3 BIDDING DOCUMENTS
4 BIDDING PROCEDURES
5 CONSIDERATION OF BIDS
6 POST-BID INFORMATION
7 PERFORMANCE BOND AND PAYMENT BOND
8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
ARTICLE 1  DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, the form of agreement between the Construction Manager and the Trade Contractor, General Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder is a person or entity who submits a Bid for a complete or partial Bid Package as defined in Specification Section 01005.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work as defined in the Bid Packages (Reference Specification Section 01005).

ARTICLE 2  BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder’s personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

§ 2.1.5 The Bidder agrees to follow all Federal and State Contracting Laws.

ARTICLE 3  BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A
Bidder or Sub-bidder receiving a Contract award may retain the Bidding Documents and the Bidder’s deposit will be refunded.

§ 3.1.2 Bidding Documents will be issued to any person or entity placing a deposit for the drawings.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect any errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect’s decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
ARTICLE 4  BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures or as indicated on the bid form. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 A Bid Security is not Required.

(Paragraphs deleted)

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Bids may be submitted at the place designated and by the date and time specified by way of:
1. Mail
2. Hand Delivery

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids may be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid. Fax bid modifications are allowed.
§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

(Paragraph deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS
At the time of Bid Opening, the properly identified Bids received on time will be publicly acknowledged receipt thereof and recorded at the time of Bid Closing. All Bids and Sub-bids will be taken under advisement. An abstract of the Bids will be made available to Bidders after the Bid Summary is submitted to the Owner for Approval and Approved.

§ 5.2 REJECTION OF BIDS
The Owner shall have the right to reject any or all Bids in the best interest of the Owner. A Bid not accompanied by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular may be subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)
§ 5.3.1 It is the intent of the Construction Manager to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Construction Manager shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Construction Manager’s judgment, is in the Owner’s own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR’S QUALIFICATION STATEMENT
Bidders to whom award of a Contract is under consideration shall submit to the Construction Manager, upon request, a properly executed AIA Document A305, Contractor’s Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER’S FINANCIAL CAPABILITY
The Construction Manager shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner’s obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Construction Manager and Bidder.

§ 6.3 SUBMITTALS
§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Construction Manager in writing:

1. a designation of the Work to be performed with the Bidder’s own forces;
2. names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
3. names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Construction Manager, Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Construction Manager will notify the Bidder in writing if either the Owner Construction Manager, or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner, Construction Manager, or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder’s option, (1) withdraw the Bid or (2) submit an acceptable substitute.
person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner with the Construction Manager may accept the adjusted bid price or disqualify the Bidder.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder’s usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner or Construction Manager requires that bonds be secured from other than the Bidder’s usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Construction Manager not later than five days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum and per the Specifications.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN CONSTRUCTION MANAGER AND BIDDING CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on a Document A401, Standard Form of Agreement Between Constructor and Subcontractor Where the Basis of Payment Is a Stipulated Sum.
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Phil Lafata, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:21:57 on 09/21/2015 under Order No. 6369099217_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

PROJECT MANAGER

(Titled)

8/1/16

(Dated)
## APPENDIX B - RETURN ON INVESTMENT WORKSHEET

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### Assumptions

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Bid Form

MSU Norm Asbjornson Hall
Schedule B Addendum #6 – Photovoltaic Array
Bozeman, Montana

BID ITEM:
(For Subs and Suppliers submitting on more than one scope of work, please use separate Bid Forms for each Scope submitted. Please attach bidder’s own proposal form or scope letter for clarification and qualification purposes.)

Submitted By: ____________________________________________________________

To: Martel Construction, Inc.
1203 S. Church
Bozeman, MT 59715

On Behalf of: State of Montana

We, the undersigned Company, having carefully read the Documents for the proposed contract, including the General Conditions, Supplemental Conditions, Specifications, and Drawings and Addendums and having carefully ascertained the conditions under which the Work is to be performed represent that bidder also has adequate staffing, plant & financial capability, hereby propose and offer to enter into a Contract to perform the Work as described in accordance with the Documents, complete and ready for use by the time specified, for the price of:

Base Bid: Including 1% GRT
$ __________________________ dollars

Alternate # 1 Circle One Add / Deduct $ __________________________

Alternate # 3 Circle One Add / Deduct $ __________________________

Bond - Rate as a Percentage to Supply 100% Performance and Payment Bond. __________________________ %

Subject to such additions and deductions as may be properly made under the terms of finalizing the Contract, the prices are firm and are not subject to escalation for the entire duration of the project.

PERIOD OF ACCEPTANCE:
The proposer agrees that this bid shall remain open for acceptance and the price shall remain unchanged and notwithstanding any error in the Bid at the amount stated for a period of ninety (90) days from the date of closing of this Proposal.

CONTRACT:
The Bidder agrees that this Bid is subject to a formal AIA 401 Contract Modified being prepared and executed with the Construction Manager.
The Bidder agrees to execute the Contract within 14 days of notification of the acceptance of his bid and to provide Certificates of Insurance including Worker’s Compensation Insurance.

The Bidder shall furnish 100% performance and Payment Bonds, if required by the Construction Manager. Cost of said bonds is listed as a bid item to the base bid above.

**ADDENDA:**

Addendum No. 1 Dated: __________________________ - Previous Bid Schedule

Addendum No. 2 Dated: __________________________ - Previous Bid Schedule

Addendum No. 3 Dated: __________________________ - Previous Bid Schedule

Addendum No. 4 Dated: __________________________ - Previous Bid Schedule

Addendum No. 5 Dated: __________________________ - Previous Bid Schedule

Addendum No. 6 Dated: __________________________ - PV Array Bid Schedule

Addendum No. 7 Dated: __________________________ - PV Array Bid Schedule

Addendum No. 8 Dated: __________________________ - PV Array Bid Schedule

Addendum No. 9 Dated: __________________________ - PV Array Bid Schedule

**ADDITIONAL INFORMATION MAY BE REQUESTED WITHIN 48 HOURS AFTER BID PROPOSALS ARE OPENED**

1. References of Similar Projects – Minimum of 3 Owner, Contractor and Architect
2. Milestone schedule confirming procurement, shop drawings, fabrication and delivery/lead times.
3. Staffing and Organizational Chart for this Project
4. Letter from Surety supporting ability to bond
5. Current Work Load

**SUBMITTED BY:**

Company: ______________________________________

______________________________________________

______________________________________________

Name of Bidder: ________________________________

Signature of Bidder: _____________________________

Dated: ______________________

Registration No. ________________

Phone No. _______________________

Email ________________________________________

END OF BID FORM
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<td>Asphalt Paving</td>
<td>Mon 6/11/18</td>
<td>Fri 6/22/18</td>
</tr>
<tr>
<td>11</td>
<td>Irrigation</td>
<td>Mon 6/11/18</td>
<td>Fri 6/22/18</td>
</tr>
<tr>
<td>12</td>
<td>Landscaping</td>
<td>Mon 6/25/18</td>
<td>Fri 8/3/18</td>
</tr>
<tr>
<td>14</td>
<td>Foundation</td>
<td>Mon 12/26/16</td>
<td>Fri 3/24/17</td>
</tr>
<tr>
<td>15</td>
<td>Deliver Foundation Reinforcing</td>
<td>Mon 12/26/16</td>
<td>Fri 3/24/17</td>
</tr>
<tr>
<td>16</td>
<td>Concrete Foundations</td>
<td>Mon 1/2/17</td>
<td>Fri 3/24/17</td>
</tr>
<tr>
<td>18</td>
<td>Building Structure</td>
<td>Mon 2/13/17</td>
<td>Fri 5/5/17</td>
</tr>
<tr>
<td>19</td>
<td>Deliver Structural Steel</td>
<td>Mon 2/13/17</td>
<td>Fri 4/14/17</td>
</tr>
<tr>
<td>20</td>
<td>Erect Structural Steel</td>
<td>Mon 2/13/17</td>
<td>Fri 4/14/17</td>
</tr>
<tr>
<td>21</td>
<td>Bar Joist &amp; Pan Decks</td>
<td>Mon 2/27/17</td>
<td>Fri 4/28/17</td>
</tr>
<tr>
<td>22</td>
<td>Metal Pan Stairs</td>
<td>Mon 4/3/17</td>
<td>Fri 5/5/17</td>
</tr>
<tr>
<td>62</td>
<td>M, P &amp; E Rough-in</td>
<td>Mon 2/27/17</td>
<td>Fri 3/9/18</td>
</tr>
<tr>
<td>63</td>
<td>Electrical Basement/Underground Rough in</td>
<td>Mon 2/27/17</td>
<td>Fri 4/7/17</td>
</tr>
<tr>
<td>64</td>
<td>Plumbing Basement/Underground Rough In</td>
<td>Mon 2/27/17</td>
<td>Fri 4/7/17</td>
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<tr>
<td>65</td>
<td>Electrical Rough In</td>
<td>Mon 7/3/17</td>
<td>Fri 3/9/18</td>
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<tr>
<td>66</td>
<td>Plumbing Rough</td>
<td>Mon 7/3/17</td>
<td>Fri 3/9/18</td>
</tr>
<tr>
<td>67</td>
<td>HVAC Rough In</td>
<td>Mon 7/3/17</td>
<td>Fri 3/9/18</td>
</tr>
<tr>
<td>68</td>
<td>Fire Suppression Rough In</td>
<td>Mon 7/3/17</td>
<td>Fri 3/9/18</td>
</tr>
<tr>
<td>38</td>
<td>Building Interior</td>
<td>Mon 3/13/17</td>
<td>Fri 9/14/18</td>
</tr>
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<td>39</td>
<td>S.O.G.</td>
<td>Mon 3/13/17</td>
<td>Fri 5/5/17</td>
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<tr>
<td>41</td>
<td>Interior Framing</td>
<td>Mon 3/20/17</td>
<td>Fri 7/21/17</td>
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<td>42</td>
<td>HM Jambs</td>
<td>Mon 3/20/17</td>
<td>Fri 7/21/17</td>
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<td>43</td>
<td>Applied Fireproofing</td>
<td>Mon 3/20/17</td>
<td>Fri 4/7/17</td>
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<td>40</td>
<td>Polished Concrete Decks</td>
<td>Mon 4/10/17</td>
<td>Fri 6/9/17</td>
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<td>44</td>
<td>Insulation and Vapor Retarders</td>
<td>Mon 8/7/17</td>
<td>Fri 3/16/18</td>
</tr>
<tr>
<td>45</td>
<td>Gyp Board Assemblies, Tape and Texture</td>
<td>Mon 9/4/17</td>
<td>Fri 5/11/18</td>
</tr>
<tr>
<td>46</td>
<td>Interior Paint</td>
<td>Mon 10/16/17</td>
<td>Fri 6/22/18</td>
</tr>
</tbody>
</table>
## Project Summary

**Norm Asbjornson Hall**

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Start Date</th>
<th>Finish Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>Cabinetry &amp; Casework</td>
<td>Mon 3/5/18</td>
<td>Fri 8/17/18</td>
</tr>
<tr>
<td>49</td>
<td>Interior Wood Trim</td>
<td>Mon 3/5/18</td>
<td>Fri 8/17/18</td>
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<tr>
<td>50</td>
<td>Doors and Hardware</td>
<td>Mon 4/2/18</td>
<td>Fri 8/17/18</td>
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<td>56</td>
<td>Elevator</td>
<td>Mon 4/2/18</td>
<td>Fri 6/1/18</td>
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<td>47</td>
<td>Interior Tile</td>
<td>Mon 4/23/18</td>
<td>Fri 7/13/18</td>
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<td>57</td>
<td>Div 10 Items</td>
<td>Mon 4/23/18</td>
<td>Fri 6/22/18</td>
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<td>51</td>
<td>ACT</td>
<td>Mon 4/30/18</td>
<td>Fri 8/17/18</td>
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<td>53</td>
<td>Wall Covering</td>
<td>Mon 5/28/18</td>
<td>Fri 8/17/18</td>
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<tr>
<td>52</td>
<td>Fume Hoods, Lab Service Fittings &amp; Fixtures</td>
<td>Mon 6/25/18</td>
<td>Fri 8/24/18</td>
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<tr>
<td>54</td>
<td>Auditorium Seating</td>
<td>Mon 6/25/18</td>
<td>Fri 7/27/18</td>
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<tr>
<td>55</td>
<td>Retractable Seating</td>
<td>Mon 6/25/18</td>
<td>Fri 7/27/18</td>
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<tr>
<td>58</td>
<td>Interior Glazing</td>
<td>Mon 6/25/18</td>
<td>Fri 8/24/18</td>
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<td>59</td>
<td>Flooring</td>
<td>Mon 7/16/18</td>
<td>Fri 9/14/18</td>
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<td>Toilet Compartments</td>
<td>Mon 7/16/18</td>
<td>Fri 9/14/18</td>
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<td>23</td>
<td>Building Exterior</td>
<td>Mon 3/20/17</td>
<td>Fri 8/4/17</td>
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<tr>
<td>25</td>
<td>Exterior Metal Framing &amp; Sheathing</td>
<td>Mon 3/20/17</td>
<td>Fri 6/23/17</td>
</tr>
<tr>
<td>26</td>
<td>Exterior Ribbon Windows</td>
<td>Mon 5/15/17</td>
<td>Fri 7/14/17</td>
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<td>29</td>
<td>Masonry Veneer</td>
<td>Mon 5/29/17</td>
<td>Fri 7/28/17</td>
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<td>30</td>
<td>Formed Metal Wall Panels</td>
<td>Mon 5/29/17</td>
<td>Fri 7/28/17</td>
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<td>27</td>
<td>Glazed Aluminum Curtain Wall</td>
<td>Mon 6/5/17</td>
<td>Fri 7/14/17</td>
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<tr>
<td>28</td>
<td>Aluminum Framed Entrances and Storefronts</td>
<td>Mon 6/19/17</td>
<td>Fri 7/14/17</td>
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<tr>
<td>31</td>
<td>Metal Wall Plate and Soffit Panels</td>
<td>Mon 6/19/17</td>
<td>Fri 7/28/17</td>
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<tr>
<td>32</td>
<td>EPDM Roofing</td>
<td>Mon 6/26/17</td>
<td>Fri 8/4/17</td>
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<td>33</td>
<td>Unit Sky Lights</td>
<td>Mon 7/3/17</td>
<td>Fri 8/4/17</td>
</tr>
<tr>
<td>34</td>
<td>Sheet Metal Flashing and Trim</td>
<td>Mon 7/10/17</td>
<td>Fri 8/4/17</td>
</tr>
<tr>
<td>35</td>
<td>Roof Accessories</td>
<td>Mon 7/17/17</td>
<td>Fri 8/4/17</td>
</tr>
<tr>
<td>36</td>
<td>Building Dried-in</td>
<td>Mon 7/16/18</td>
<td>Fri 8/4/17</td>
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<tr>
<td>69</td>
<td>M,P &amp; E Trim Out</td>
<td>Mon 5/14/18</td>
<td>Fri 9/14/18</td>
</tr>
<tr>
<td>70</td>
<td>Electrical Trim</td>
<td>Mon 5/14/18</td>
<td>Fri 9/14/18</td>
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<tr>
<td>72</td>
<td>Plumbing Trim</td>
<td>Mon 5/14/18</td>
<td>Fri 9/14/18</td>
</tr>
<tr>
<td>73</td>
<td>HVAC Trim</td>
<td>Mon 5/14/18</td>
<td>Fri 9/14/18</td>
</tr>
<tr>
<td>74</td>
<td>Building Completion</td>
<td>Fri 9/14/18</td>
<td>Fri 11/9/18</td>
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<tr>
<td>75</td>
<td>Substantial Completion</td>
<td>Fri 9/14/18</td>
<td>Fri 9/14/18</td>
</tr>
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<td>77</td>
<td>Punch list Completion</td>
<td>Mon 9/17/18</td>
<td>Fri 10/19/18</td>
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<tr>
<td>78</td>
<td>Final Cleaning</td>
<td>Mon 10/8/18</td>
<td>Fri 11/9/18</td>
</tr>
<tr>
<td>79</td>
<td>Owner Occupancy</td>
<td>Fri 11/9/18</td>
<td>Fri 11/9/18</td>
</tr>
</tbody>
</table>

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**Project Summary Norm Asbjornson Hall**

**Martel Construction, Inc.**

*Wed 10/19/16*
Parking Regulations 2016-2017

All vehicles parked on campus weekdays 8am – 5pm must have a permit. Exceptions are Saturday, Sunday and staff holidays when all university offices are closed. All regulations are enforced over winter, spring and summer breaks.

Parking regulations are in effect for all property owned by Montana State University including main campus and the Family & Graduate Housing, Martin Luth, Agitation Facilities, Stadik, Measure of the Rhodes and Family & Graduate Housing.

Due to potential financial and traffic and other factors beyond the control of Parking Services, a parking permit does not guarantee that a space will be available at all times for registered users. These regulations along with the MSU Bike regulations may be found at: www.montana.edu/police

I. Where should I park?
A. You may park in any lot for which you have a valid permit. All parking on Montana State University (MSU) is controlled and a permit must be purchased prior to parking on campus during business hours. You may buy daily permits at the University Police. You may long-term permits online and at the police station. Visitors may also park in the lot on the corner of Lincoln and 19th Ave. for up to 24 hours in the perimeter area.
B. Parking in service drives and next to buildings is not allowed without permission. For short duration drop-offs, permission to park in a service drive may be secured by calling University holidays when campus offices are closed. Violators will be ticketed and are subject to towing.
C. For more information you may call 974-1723 or you may access our FAQ page here: www.montana.edu/police/parking/faq.shtml

II. General Regulations
A. Registration: All vehicles parked on campus Mon–Fri, 8am – 5pm must display a permit. This includes parking on all university controlled streets and lots. University controlled streets and lots include all streets and lots on the campus and parts thereof.
B. Fines: Students, faculty, staff and visitors of the University are subject to fines and penalties as listed in these regulations.
C. Reserve Parking: Reserved parking spaces are enforced 24 hours, 7 days a week. 12 Reserve Parking spaces are enforced Mon–Fri, 6am – 6pm with the exception of university staff (except WBL) employed in Family & Graduate Housing.
D. Income derived from the sale of parking permits and from the collection of parking fines are used to fund the efficient operation of the University. They are applicable to all persons operating motor vehicles on campus and are intended to foster convenient and safe parking for all personnel and facilitate efficient operation of the University. The application of all parking permits operating on motor vehicles on campus is subject to the following:
E. Registration: Fees and Fines

<table>
<thead>
<tr>
<th>Type</th>
<th>Payment Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Cash, Check, Credit Card</td>
</tr>
<tr>
<td>B</td>
<td>Cash, Check, Credit Card, Cash Card, Payroll Deduction</td>
</tr>
<tr>
<td>C</td>
<td>Credit Card, Payroll Deduction</td>
</tr>
<tr>
<td>D</td>
<td>Check, Credit Card, Payroll Deduction</td>
</tr>
<tr>
<td>E</td>
<td>Check, Credit Card, Payroll Deduction</td>
</tr>
<tr>
<td>F</td>
<td>Cash, Check, Credit Card, Payroll Deduction</td>
</tr>
</tbody>
</table>

I. Limitations: Mon–Fri, 6am – 8pm the following limitations apply:
A. 1. Reserve Parking: parking in the R designated areas.
B. 2. SB (Commuters) may park in SB E, F or H designated areas.
C. 3. SB (Commuter staff and students) may park only in the F designated areas and are eligible to access all lots, except for reserved, at 4pm each day.
D. 4. FH (Family & Graduate Housing) may park only in FH designated areas. There are no multiple or second vehicle discounts for Family & Graduate Housing. See below for specific rules concerning Family & Graduate Housing residents.
E. 5. The parking area east of the student union is available for E, SB and RB permit holders.
F. 6. Motorcycles are not allowed in any other designated parking areas in Sections IX, A, B, C, or E. Motorcycles may only park in designated motorcycle parking areas. See map on reverse.
G. 7. No parking will be allowed at any time in service drives, parking service, or loading zones without securing permission, prior to use, by calling University Police at 994-1723.
H. 8. Parking is allowed on designated streets and parking lots. For short duration drop-offs, permission to park in a service drive may be secured by calling University Holidays when campus offices are closed. Violators will be ticketed and are subject to towing.
I. 9. The position of any vehicle when parked must be located within the boundaries of the parking space. The fact that other vehicles are parked improperly is not an excuse for parking in an area where you are not permitted.
J. 10. The operator/owner of any towed vehicle will be liable for towing and impound costs and all fees and fines incurred.

III. Special Regulations
A. Bicycles: Bicycles are considered a motor vehicle subject to the same rules as any other motor vehicle. They are not considered bicycles. The appeal process is not an alternative to full compliance with these parking regulations; it is not an appeal process is not an alternative to full compliance with these parking regulations;

IV. Fines and Fees

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
</table>
| A    | Traffic Incidents: Any accident involving a vehicle on university property must be reported to University Police for further information, 994-1723. Drivers are required to provide their name and information to. The appeals process is not an alternative to full compliance with these parking regulations; it is not an appeal process is not an alternative to full compliance with these parking regulations; it is not an appeal process is not an alternative to full compliance with these parking regulations;
| B    | Parking/Fees Incurred | $60 Failure To Register |
|      |                | $30 Failure To Display Valid Permit |
|      |                | $30 Blocking Trash Receptacles |
|      |                | $30 Damaged Hang Tag |
|      |                | $30 Parking/Driving on Sidewalk |
|      |                | $30 Parking/Driving on Street or Driving Lane in a Parking Lot |
|      |                | $285 Fine for Spotting a Hit and Run |
|      |                | $120 Fine for Hit and Run Involving a Pedestrian |
|      |                | $100 Fine for Blocking a Fire Lane |
|      |                | $100 Fine for Blocking an Emergency Lane |
|      |                | $100 Fine for Blocking a Traffic Lane |
|      |                | $100 Fine for Blocking a Business Lane |
|      |                | $100 Fine for Blocking a Residential Lane |
|      |                | $100 Fine for Blocking a Service Lane |
|      |                | $50 Parking in an Hour Zone |
|      |                | $20 Parking in a Fire Lane |
|      |                | $5 Parking in a Residential Area |
|      |                | $10 Parking in a Service Area |
|      |                | $20 Parking in a Sidewalk |
|      |                | $5 Parking in a Drive |
|      |                | $5 Parking in a Bike Lane |
|      |                | $20 Parking in a Fire Lane |
|      |                | $20 Parking in a Side Lane |
|      |                | $5 Parking in a Business Lane |
|      |                | $5 Parking in a Service Lane |
|      |                | $5 Parking in a Residential Lane |
|      |                | $5 Parking in a Street Lane |
|      |                | $20 Parking in an Hour Zone |

V. Special Occasions and Emergencies
A. On special occasions and in emergencies, University Police are required to improvise additional security to ensure the safety and security of the campus.
B. Accidents: Any accident involving a vehicle on university property must be reported to University Police. The appeals process is not an alternative to full compliance with these parking regulations; it is not an appeal process is not an alternative to full compliance with these parking regulations;
C. Emergencies: The University Police Department is open 24 hours a day and can be reached by calling 994-1723.
D. Mechanical Failure: Whenever a car is parked improperly because of mechanical failure, the owner or driver must notify University Police of the situation immediately: 994-2121.

VI. Appeals to Regulations
There are procedures that may be amended at any time and such amendments will become effective by the order of the University President and by posting notices on the bulletin boards throughout the campus and publishing notices to local or university publications for three consecutive weeks.
**Payment Bond**

**CONTRACTOR:**  
(Name, legal status and address)  
« »

**SURETY:**  
(Name, legal status and principal place of business)  
« »

**OWNER:**  
(Name, legal status and address)  
«Department of Administration, State of Montana» « »
« P.O. Box 200103  
1520 East Sixth Avenue  
Helena, MT  59620-0103 »

**CONSTRUCTION CONTRACT**  
Date: «»  
Amount: $ « »
Description:  
(Norm Asbjornson Innovation Center - Montana State University  
«Corner of S. 7th Ave. and W. Grant.»)

**BOND**  
Date:  
(Not earlier than Construction Contract Date)  
« »  
Amount: $ « »
Modifications to this Bond:  
None  
See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: (Corporate Seal)  
« »

**SURETY**  
Company: (Corporate Seal)  
« »

Signature:  
Name and Title:  
« »

**AGENT or BROKER:**  
« »

**OWNER’S REPRESENTATIVE:**  
(Architect, Engineer or other party:)  
«Russ Katherman, P.E.»  
«P.O. Box 200103  
1520 East Sixth Avenue  
Helena, MT  59620-0103 »

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety’s obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety’s failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Signature: Name and Title: Address:
« » « » « »

SURETY
Company: (Corporate Seal)
Signature: Name and Title: Address:
« » « » « »
**DRAFT** AIA® Document A312™ – 2010

**Performance Bond**

<table>
<thead>
<tr>
<th>CONTRACTOR: (Name, legal status and address)</th>
<th>SURETY: (Name, legal status and principal place of business)</th>
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<table>
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<tr>
<th>OWNER: (Name, legal status and address)</th>
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<tbody>
<tr>
<td>«Department of Administration, State of Montana» «P.O. Box 200103 1520 East Sixth Avenue Helena, MT 59620-0103»</td>
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<tr>
<th>CONSTRUCTION CONTRACT</th>
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<tr>
<td>Date: « »</td>
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<tr>
<td>Amount: $ « »</td>
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<tr>
<td>Description: (Name and location)</td>
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<tr>
<td>Norm Asbjornson Innovation Center - Montana State University «Corner of S. 7th Ave. and W. Grant.»</td>
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<th>BOND</th>
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<td>Date: « »</td>
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<td>Amount: $ « »</td>
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<tr>
<td>Modifications to this Bond: « » None « » See Section 16</td>
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| (Any additional signatures appear on the last page of this Performance Bond.) |

**FOR INFORMATION ONLY — Name, address and telephone**

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<th>AGENT or BROKER:</th>
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<tr>
<th>OWNER’S REPRESENTATIVE: (Architect, Engineer or other party:)</th>
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<tbody>
<tr>
<td>« Russ Katherman, P.E. »</td>
</tr>
<tr>
<td>«P.O. Box 200103 1520 East Sixth Avenue Helena, MT 59620-0103»</td>
</tr>
</tbody>
</table>

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
   .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
   .2 additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 5; and
   .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

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<td>Address:</td>
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Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the TBD day of TBD

in the year TBD

(In words, indicate day, month and year)

BETWEEN the Contractor: Martel Construction, Inc.

(Name, address and other information)

1203 South Church (406) 586-8585
Bozeman, MT 59715 (406) 586-8646

and the Subcontractor: Company

(Name, address and other information)

Address - -
City, State, Zip - -

The Contractor has made a contract for construction dated: TBD

With the Owner: Montana State University

(Name, address and other information)

PO Box 172760
Bozeman, MT 59717-2760

For the following Project: MSU Norm Asbjornson Hall

(Include detailed description of Project, location and address)

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which Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein has been made available to the Subcontractor.

The Architect for the Project is: A&E Architects

(Name, address and other information)

608 N 29th St. 406-248-2633
Billings, MT 59101 - -

The Contractor and the Subcontractor agree as follows

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document has been approved and endorsed by the American Subcontractors Association and the Associated Specialty Contractors, Inc.
ARTICLE 1 THE SUBCONTRACT DOCUMENTS

1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor; whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

1.4 The Subcontractor shall be furnished copies of the Subcontract Documents upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

2.1 The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Owner, under such documents, has against the Contractor, insofar as applicable to this Subcontract. Where a provision of such documents in inconsistent with a provision of this Agreement, this Agreement shall govern.

2.2 The Contractor may require the Subcontractor to enter into agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions of this Agreement.
ARTICLE 3 CONTRACTOR

3.1 SERVICES PROVIDED BY THE CONTRACTOR

3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Paragraph 4.1 and Article 5. As soon as practicable after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such facilities at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

3.2 COMMUNICATIONS

3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, which affects this Subcontract and which becomes available to the Contractor subsequent to execution of this Subcontract.

3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

3.2.6 If the Contractor asserts or defends a claim against the Owner which relates to the Work of the Subcontractor, the Contractor shall make available to the Subcontractor information relating to that portion of the claim which relates to the Work of the Subcontractor.

3.3 CLAIMS BY THE CONTRACTOR

3.3.1 Liquidated damages for delay, if provided for in Paragraph 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whom acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.
3.3.2 The Contractor's claims for services or materials provided the Subcontractor shall require:

1. seven day's prior written notice except in an emergency;
2. written compilations to the Subcontractor of services and materials provided and charges for such services and materials no later than the fifteenth day of the following month.

3.4 CONTRACTOR'S REMEDIES

3.4.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after three days following receipt by the Subcontractor of an additional written notice, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR

4.1 EXECUTION AND PROGRESS OF THE WORK

4.1.1 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors or Owner's own forces.

4.1.2 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

4.1.3 The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

4.1.5 The Subcontractor agrees that the Contractor and the architect will each have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

4.1.7 The Subcontractor shall take necessary precautions to protect properly the Work of other subcontractors from damage caused by operations under this Subcontract.

4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's own forces whose Work might interfere with the Subcontractor's Work. The
Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

4.2 LAWS, PERMITS, FEES AND NOTICES
4.2.1 The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the contractor by the Prime Contract.

4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

4.3 SAFETY PRECAUTIONS AND PROCEDURES
4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.
4.4 CLEANING UP

4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors.

4.4.2 As provided under Subparagraph 3.3.2, if the subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

4.5 WARRANTY

4.5.1 The Subcontractor warrants to the Owner, Architect and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

4.6 INDEMNIFICATION

4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other then the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 4.6.

4.6.2 In claims against any person or entity indemnified under this Paragraph 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by of for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

4.7 REMEDIES FOR NONPAYMENT

4.7.1 If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate adjustment, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.
ARTICLE 5 CHANGES IN THE WORK

5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issues subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Prime Contract.

5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor no less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND ARBITRATION

6.1 MEDIATION

6.1.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Subcontract and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2 ARBITRATION

6.2.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 6.1.
6.2.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

6.2.3 A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

6.2.4 Limitation on Consolidation or Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.2.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

6.2.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

7.1 TERMINATION BY THE SUBCONTRACTOR

7.1.1 The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

7.2 TERMINATION BY THE CONTRACTOR

7.2.1 If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within three days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after seven days following receipt by the Subcontractor of an additional written notice and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient.
unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

7.2.2 If the Owner terminates the Contract for the Owner's convenience, the Contractor shall deliver written notice to the Subcontractor.

7.2.3 Upon receipt of written notice of termination, the Subcontractor shall:
   .1 cease operations as directed by the Contractor in the notice;
   .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
   .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
   .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible;
   .2 that an equitable adjustment is made or denied under another provision of this Subcontract.

7.4 ASSIGNMENT OF THE SUBCONTRACT

7.4.1 In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

7.4.2 The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.
ARTICLE 8 THE WORK OF THIS SUBCONTRACT

8.1 The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted Alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

9.1 The Subcontractor's date of commencement is the date from which the Contract Time of Paragraph 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor. Subcontractor agrees to commence and to complete its work required by this Subcontract as required by job progress or within the following time limits:

As directed by Martel Construction, Inc., from time to time.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

9.3 The Work of this Subcontract shall be substantially completed not later than

(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract documents.)

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

None

9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

9.5 No extension of time will be valid without the contractor's written consent after claim made by the Subcontractor in accordance with Paragraph 5.3.
ARTICLE 10 SUBCONTRACT SUM

10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of:

**words** 

(numbers), subject to additions and deductions as provided in the Subcontract Documents.

10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:

(Insert the numbers or other identification of accepted alternates.)

There are no alternates

10.3 Unit prices, if any, are as follows:

There are no unit costs

ARTICLE 11 PROGRESS PAYMENTS

11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work of furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor of Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the contractor or Subcontractor for breach of the requirements of this provision.

11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows: Retainage will be withheld from each monthly application in the amount of 5% of the work in place. The first progress application will not be processed until Attachments E & H are completed. Progress payments will be made within seven (7) days of receipt of payment from the Owner. It is specifically understood & agreed that the payment to the Subcontractor is dependent, as a condition precedent, upon the Contractor receiving contract payments, including retainage payments from the Owner.

11.3 Provided an application for payment is received by the Contractor not later than the 25th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment within 7 working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Paragraphs 11.7, 11.8 & 11.9.
11.4 If an application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the contractor in the next application for payment submitted to the Architect.

11.5 Each application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

11.7.1 Take that portion of the subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work which have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitable stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

11.7.4 Subtract amounts, if any, calculated under Subparagraph 11.7.1 or 11.7.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause which is the fault of the Subcontractor.

11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

11.9 SUBSTANTIAL COMPLETION

11.9.1 When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime contract, the contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the

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1735 New York Avenue, N.W
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Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within three working days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable)

No final payments will be made until all closeout items, warranties, as-builts, instructions, etc. are accepted by the Owner and Architect.

It is specifically understood and agreed that the payment to the Subcontract is dependent, as a condition precedent, upon the Contractor receiving contract payments, including retainage payments from the Owner.

12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

ARTICLE 13 INSURANCE AND BONDS

13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

Furnish Certificates of:

.1 General Liability Insurance including coverage for all vehicles that will be on site as a part of your scope of work. - See Attachment H
.2 State of Montana Workers Compensation Certificate of Insurance
.3 Contractors Certificate of Registration - See Attachment B

13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.

13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.
13.4 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

13.5 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

13.6 Performance Bond and Payment Bond:

No Bond Required

If a bond is required - the cost of the bond will be reimbursed as an increase to the Subcontract Sum at the cost of the bond.

13.7 PROPERTY INSURANCE

13.7.1 When requested in writing, the contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

13.7.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

13.7.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

13.8 WAIVERS OF SUBROGATION

13.8.1 The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract of other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement of otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or no the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

14.1 The Contractor shall furnish and make available to the Subcontractor the following temporary facilities, equipment and services; these shall be furnished at no cost to the Subcontractor unless otherwise indicated below:

Refer to Attachment A and the specification.

Storage of material and equipment shall be as directed and approved by the Project Superintendent of the General Contractor.
Specific working conditions:

To insure continuous progress of the work and project harmony among all parties, the following measures will be employed:

In case of pickets, strikes or walk-outs by labor unions, a designated neutral gate will be provided for the use of other crafts.

Any Subcontractor who fails to perform or staff his work after three days written notice, shall be deemed in default of this contract and subject to replacement and any damages from such action. This is supplemental to paragraph 3.4.1 of the general conditions.

All work shall be performed subject to the Occupational Safety and Health act (OSHA).

All Subcontractors will be responsible for their own cleanup. Any subcontractor who fails to keep his work area satisfactorily cleaned up will be notified by the Project Superintendent. If no improvement is made, the General Contractor will assume responsibility for cleanup at the expense to the Subcontractor.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

15.2 Payments due and unpaid under his Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

15.3 Retainage and any reduction thereto is as follows:

15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows:

16.1.1 This executed 1997 edition of the Standard Form of Agreement Between Contractor and Subcontractor, AIA Document A401-1997;

16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement;
16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the
execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

<table>
<thead>
<tr>
<th>Modification</th>
<th>Date</th>
</tr>
</thead>
</table>

16.1.4 Other Documents, is any, forming part of the Subcontract Documents are as follows:

(List any additional documents that are intended to form part of the Subcontract Documents. Requests for
proposal and the Subcontractor's bid or proposal should be listed here only if intended to be part of the
Subcontract Documents.)

Subcontractor acknowledges the following Attachments:
- Attachment A - Scope of Work
- Attachment B - Contract Certificate of Registration
- Attachment C - Shop Drawings & Submittals
- Attachment D - Construction Schedule
- Attachment F - Safety Requirements
- Attachment F.1 - Clean Up Clause
- Attachment G - Subcontractors Proposal
- Attachment H - Liability Insurance Certificate Requirements
- Attachment I - Immigration Reform and Control Act of 1986
- Attachment L - Lien Releases
- Attachment M - Certified Payroll Requirements
- Attachment N - Contract Forms

This Agreement entered into as of the day and year first written above.

CONTRACTOR (Signature)  
Date: ______________
(Printed name and title)

SUBCONTRACTOR (Signature)  
Date: ______________
(Printed name and title)

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ATTACHMENT A

MSU Norm Asbjornson Hall

Specific Contract Inclusions and Exclusions to the Subcontract Agreement between Martel Construction, Inc. and Company

INCLUSIONS

Furnish all material and equipment necessary, and perform all labor required for your work as identified below or as additionally shown on/in the contract documents prepared by contract documents include:

- The Drawings - complete, as prepared by XXXX
- The Specifications - Volume 1, Complete as prepared by XXXX
- Addenda - None
- Alternates - None

NOTE: All portions of the General Conditions, Supplementary Conditions, Contract Clauses, Special Provisions, General Requirements, etc., included in the contract documents are incorporated into this Subcontract Agreement. Compliance with incorporation into any lower tier subcontracts is the responsibility of the Subcontractor.

Specific reference is made to the following Specifications under Subcontractors scope of work:

Reference/Title

- Division 9
- Specification Sections….  

GENERAL SCOPE OF WORK INCLUSIONS:

- Includes applicable costs of permits, licenses and fees and sales tax for scope of work. (Building Permit by Owner)

- Sleeves, firestopping, flashing and caulking/sealant as applicable to complete work installed under this Subcontract Agreement.

- Provide all seismic protection and/or devices required of subcontractor’s scope of work.

- Includes layout for scope of work (grid lines, corners and benchmarks by Martel).

- Submittals shall be made in accordance with the Contract Documents, General Requirements and applicable Technical Specifications/Contract Drawings. Submittals shall be provided such that approvals are received allowing materials to be delivered to the project site thirty (30) days prior to the commencement of affected work. However, it is prudent to complete the submittal requirements as early as possible to avoid delays in the work resulting from re-submittals, fabrication errors, late material deliveries, etc. Subcontractor must complete submittals in respect of the project's aggressive schedule.
ATTACHMENT A

MSU Norm Asbjornson Hall

• Submit all required submittals and required shop drawings as required by this Attachment under part "Submittals". Any deviations to contract requirements must be coordinated with all affected parties and costs resulting from the deviation shall be borne by the Subcontractor.

• Subcontractor will submit to Martel, if requested, copies of all relevant publications referenced in the applicable contract specifications as deemed necessary by Martel for proper evaluation of submittals, supplied materials, workmanship, etc.

• Operation and Maintenance data, spare parts lists, spare parts, special tools, inventories of installed properties and training of operation and service personnel must be submitted in accordance with the contract documents and on or before dates determined by Martel. All Owners Training will be pre-scheduled a minimum of thirty (30) days prior, in writing, for formal approval prior to being conducted.

• Provide guarantees (warranties) as required by the contract documents. Guarantees/Warranties shall not commence until the Owner's final acceptance of the project.

• Construction shall be completed in accordance with schedules generated by Martel Construction, Inc. (with Subcontractor participation provided as required by Martel) including updates as directed by Martel. Subcontractor recognizes and agrees to aggressive schedule requirements and shall staff/supply the project as required by project schedules, work progress, and activity milestones. An overall completed project (including administrative items, final punch list and Owner acceptance) date has been established and is scheduled for September 28, 2012.

• Project Management for the duration of the project to administrate subcontractors scope of work timely.

• Site Supervisor for the duration of subcontractor’s work.

• Provide onsite supervision including individual(s) responsible for Quality Management, acceptable to Martel and the Architect/Owner.

• Subcontractor shall designate a knowledgeable, trained safety representative tasked with ensuring compliance and enforcement of safe working practices by its employees.

• Provide capabilities for processing layout drawings, shop drawings, as-built, submittals, change orders, proposals and other items of an administrative nature.

• Provide off loading, handling, hoisting and suitable storage facilities for all equipment and materials required to complete work performed by subcontractor.

• Furnish and install all new incidental material/equipment, including but not limited to carriers, fasteners and appurtenances necessary to complete work under this Subcontract Agreement.

• Provide layout, including coordinated layout drawings as required, to complete interior and exterior work under this Agreement.
ATTACHMENT A

MSU Norm Asbjornson Hall

- Construction debris and rubbish generated by work under this Subcontract Agreement shall be removed from the project work area to the jobsite disposal site.

- Protection of subcontractors existing work and restoration of any damages done by work activities under this contract agreement to other trades work.

- Provide all necessary engineering, testing and factory representatives required of the specifications to complete work under this Subcontract Agreement.

- Includes sealing of all penetrations caused by work under this Subcontract Agreement.

- Cutting and core drilling required to complete work of this Subcontract Agreement.

**SPECIFIC SCOPE OF WORK INCLUSIONS:**

- Per Subcontractors Clarifications – Attachment G

**EXCLUSIONS:**

- Per Subcontractors Clarifications – Attachment G
ATTACHMENT B

Contractor Certificate of Registration
or
Independent Contractor Exemption

The Department of Labor and Industry Employment Relations Division requires that all Contractors and Subcontractors in the building or construction industry be registered with the State of Montana whether the contractor or subcontractor has employees or not, prior to beginning work on any of our projects.

Licensed plumbers and electricians acting within the scope of their license are exempt.

This requirement will be satisfied by providing Martel Construction, Inc. with a copy of the "Certificate of Contractor Registration" (if you have employees), or a "Certificate of Exemption" (if you have no employees), issued by the Department of Labor.

These requirements also pertain to companies who provide leased employees to Subcontractors. It is the Subcontractors' responsibility to obtain such documentation and present it to Martel Construction, Inc.

For information regarding the Contractor Registration and Certificate of Exemption call Montana Department of Labor and Industry at 406-444-1446 or 406-444-7734 or go to the following web site:

ATTACHMENT C

Shop Drawings & Submittals

All Shop Drawings and Submittals are to be submitted to Martel Construction, Inc. only. Please fill out a separate form for each section submitted. Include section number, manufacturer, model number and color. The subcontractor or material supplier shall note on the Shop Drawings or Submittals any change of materials from the specifications.

**Preliminary Schedule of Values Submittal:** A preliminary Schedule of Values must be submitted as a formal submittal for approval to the Project Manager at least 10 days prior to submitting your first Pay Application Packet. No applications for payment will be reviewed for payment without an approved Schedule of Values. Email subcontractors@martelconstruction.com to request your electronic version of your Schedule of Values.

Submit per Specifications. Any samples shall be submitted per specifications.

**Number of Copies of Submittals**

A. Documents: **Submit one electronic copy in PDF format**; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by the architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

Be advised that any Submittal that has received a third rejection is subject to subcontract or purchase order cancellation.

Please send Submittals and Shop Drawings to the following address:

Martel Construction, Inc.
1203 South Church Avenue
Bozeman, Montana   59715

Attn: PM's Name Here
cell
email
ATTACHMENT D

Construction Schedule

Dated…
ATTACHMENT F

SAFETY REQUIREMENTS

The policy of Martel Construction Inc. is to provide and maintain safe working conditions and to follow operating practices that will safeguard all employees. In order to implement this policy the subcontractor will be required to:

1. Provide a safe jobsite and be responsible for the work performance and safety of all employees, personnel, equipment and materials within Subcontractor's or its lower - tier subcontractors' care, custody or control.

2. Adhere to all applicable OSHA/MSHA regulations.


4. Furnish all required safety equipment for its work and ensure all of their employees and lower - tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/MSHA requirements and Contractors safety rules.

5. Maintain a written Accident Prevention Plan and a jobsite specific safety plan in compliance with compliance with applicable OSHA/MSHA regulations. The Plan will address the Subcontractor's role and responsibilities pertaining to safety on the jobsite, training and corrective action and be tailored to safety and health requirements for the the work involved. Said plan will be provided to Martel Construction when requested. Subcontractor shall have and enforce disciplinary procedures in the event safety violations are discovered.

6. Attend all safety meetings for the project.

7. Notify the Martel Construction Inc. Superintendent of any unsafe acts or conditions, and all injuries and accidents occurring on the job site.

8. Contractor's supervisor may direct Subcontractors supervisor to remove employees not in compliance with the requirements of this agreement. In the event the Subcontractor fails to promptly correct its safety violation, Contractor may order Subcontractor to stop work until the violation is corrected and may correct the violation and charge all costs of compliance to the Subcontractor.

9. Subcontractor agrees to defend, indemnify and hold Martel Construction harmless from all OSHA/MSHA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to the Subcontractors failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations here-under. Martel Construction may charge against the sums otherwise owing to Subcontractor the amount of the fine and the fees, costs and expenses incurred by Martel Construction in the defense of the claims citation and/or fine arising from or relating to the Subcontractors above referenced failure. The Subcontractor shall participate in the incremental cost of future fines that are a direct increase due to this Subcontractors OSHA/MSHA violations.
4.4 Clean Up

Add the following clause to Paragraph 4.4

**Daily Clean Up.**

If daily clean up of materials is not performed by the sub-contractor, the general contractor will do so at a rate of $55 per hour. The sub-contractor will be charged for work performed by the general contractor. Each sub-contractor is responsible for removal and legal on site disposal of all packing, shipping and miscellaneous waste materials associated with and classified as construction debris.

**Final Clean-Up**

If final clean up of all debris, masking, and over spray is not performed in a timely manner by the sub-contractor, the general contractor will do so at a rate of $55 per hour. The sub-contractor will be charged for work performed by the general contractor.
ATTACHMENT G

Subcontractors Proposal

Per Subcontractors bid proposal dated ...
1. “Insurance Requirements”

SUBCONTRACTOR shall purchase and maintain insurance as required to protect MARTEL CONSTRUCTION and the OWNER from claims set forth below which may arise out of or result from operations of the SUBCONTRACTOR under this Agreement, whether such claims arise during performance or subsequent to completion of the operations under the Agreement and whether such operations be by SUBCONTRACTOR or by anyone directly or indirectly employed by SUBCONTRACTOR or by anyone for whose acts the SUBCONTRACTOR may be liable. Insurance shall be purchased from a company licensed to do business in the state (with an "A" rated or better classification) where the Project is located, and shall be written for not less than the limits of liability specified below or as stipulated with the Main Contract, whichever is greater. The types of claims, required coverage and minimum limits of liability are as follows:

a.) Claims under Workers Compensation, disability benefit and other similar employee benefit act; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Minimum insurance coverage shall include:
   i. Workers Compensation
   ii. Employer’s Liability- Each Accident $ 1,000,000
       Disease - Policy Limit $ 1,000,000
       Disease - Each Employee $ 1,000,000

   Workers Compensation coverage must extend to every employee, including all owners and officers of a closely held corporation and/or individuals operating as a sole proprietor or partnership, if they will be working onsite.

b.) COMMERCIAL GENERAL LIABILITY - Claims for damages because of bodily injury or property damage; Insurance shall include:
   i. Premises - Operations
   ii. Products - Completed Operations
   iii. Blanket Contractual - As will cover the provisions of the Agreement
   iv. Broad Form Property Damage
   v. Personal Injury
   vi. No Exclusion for Blanket Explosion, Collapse, and Underground Property Damage
   vii. Operations of Independent Contractors
   viii. No exclusion for injury to subcontractors employees
   ix. No exclusion for residential or multi-family work

Continued on next page
**ATTACHMENT H-continued**

Minimum Policy Limits:

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<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$2,000,000</td>
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<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Per Project Aggregate Limit Endorsement

SUBCONTRACTOR shall add MARTEL CONSTRUCTION and PROJECT OWNER as Additional Insured(s) for both ongoing and products/completed operations using form CG2010 (11/85) or equivalent. SUBCONTRACTORS' insurance policy shall be considered primary insurance, without recourse to or contribution from any similar insurance carried by MARTEL CONSTRUCTION. The SUBCONTRACTOR shall deliver to MARTEL CONSTRUCTION certificates of insurance evidencing compliance with this insurance provision prior to the commencement of work. SUBCONTRACTOR shall maintain coverage and additional insured status for one year past substantial completion or to the end of the warranty period, whichever is greater.

c.) COMMERCIAL AUTOMOBILE LIABILITY - Claims for damages because of bodily injury or death of any person, or any property damage arising out of the ownership or use of any motor vehicle. Insurance coverage shall include comprehensive Automobile Liability insurance including owned, hired and non-owned vehicles with limits of $1,000,000 or greater, combined single limit for each occurrence for bodily injury and death, or property damage.

With all lines of insurance, the SUBCONTRACTOR is required to provide to MARTEL CONSTRUCTION 30 days written notice if the SUBCONTRACTORS' policy is canceled.
ATTACHMENT I

Immigration Reform and Control Act of 1986

The Subcontractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

The Subcontractor agrees to indemnify and hold Martel Construction, Inc. harmless from all liability, including liability for interest and penalties and including attorney's fees and costs, that Martel incurs as a result of the Subcontractor's failing to comply with any provision of the Immigration Reform and Control Act of 1986.
ATTACHMENT L

Lien Releases

Lien Releases are required to be included in your Pay Application Packet.

Instructions for Filling Out and Submitting Lien Releases

Each and every Application for Payment will require Lien Releases to accompany it as follows:

1. One Martel Lien Release listing Martel Construction, Inc. as your "Customer" to become effective upon release of payment corresponding with the attached Pay Application.

2. One Unconditional Lien Release for each of your second-tier subcontractors and suppliers listed on your approved Schedule of Values. Your subs and suppliers will list you as their "Customer". We recommend that you include a blank copy of the Unconditional Lien Release with your payments to your subs and suppliers. Your subs/suppliers can then sign and return these lien releases to you. Once you receive these they become part of your next Pay Application Packet.

You may request an electronic version of the Lien Releases by emailing subcontractors@martelconstruction.com or call our Bozeman office at 406-586-8585.
MARTEL CONSTRUCTION LIEN WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Project Name: MSU Norm Ashjornson Hall

Project Street Address: 0

Project City, State, Zip: 0

Undersigned's Customer: Martel Construction, Inc.

Current Invoices(s) or Payment Application Number:

Current Amount of Invoices(s) or Payment Application Due:
(Line 8 of Application for Payment) or (Line 6 of PO App. for Payment)

Amount Paid to Date on Previous Invoice(s) or Payment Application(s):
(Line 7 of Application for Payment) or (Line 5 of PO App. for Payment)

Upon receipt by the undersigned of a check in the above referenced payment amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waiver any notice of lien, any private bond right, any claims for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described project to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the project or the undersigned's customer which are the subject of the Invoice or Payment Application, but only to the extent of the payment amount or such portion of the payment amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the payment period. Before any recipient of this document relies on it, evidence of payment to the undersigned should be verified. The undersigned warrants that payment has already been paid or that the money received from this progress payment will be used to promptly pay in full all laborers, subcontractors, materialmen, union dues and suppliers for all work, materials or equipment that are the subject of this waiver and release.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF MONTANA THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Dated: _______________________________

Company

(Company Name)

Signature: _______________________________

Print name: _______________________________

Title: _______________________________
MARTEL CONSTRUCTION UNCONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Name:  MSU Norm Ashjornson Hall

Project Street Address:  0

Project City, State, Zip:  0

Undersigned's Customer:  Company

Total Amount of Invoice(s) or Payment Application(s) Due to Date:  

Amount of Invoices(s) or Payment Application Due at 0-30 Days:  

Due at 31-60 Days:  

Due at 61 Days and Over:  

Amount Paid to Date on Previous Invoice(s) or Payment Application(s):  

The undersigned has been paid and has received a progress payment in the above referenced payment amount for all work, materials and equipment the undersigned furnished to customer for the above described property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described project.  

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the project or to the undersigned's customer which are the subject of the invoice or payment application, but only to the extent of the payment amount or such portion of the payment amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the payment period.  Before any recipient of the document relies on it, evidence of payment to the undersigned should be verified.  The undersigned warrants that payment has been made and that money received from progress payments was used to promptly pay in full all laborers, subcontractors, materialmen, union dues, and suppliers for all work, materials or equipment that are the subject of this waiver and release.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF MONTANA THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Dated:  

(Company Name)

Signature:  

Print name:  

Title:  

ATTACHMENT M

Certified Payroll Requirements

Certified Payroll Reports are required on all Government funded projects

Instructions for Certified Payroll Reports

Starting with your FIRST request for payment on the project, weekly Certified Payroll Reports are required. Second Tier Subs are also required to process and turn in Certified Payroll Reports. If you are an Owner and performing the labor yourself, with no employees, please state that on the report and send in a report for each week. Please mail, fax or scan (scan to the email address listed below) each week a completed form wh347 Certified Payroll Report to the Martel Construction office. If you are only applying for stored materials or will not be working on site at any time after the first application for payment please state "no work performed" on the report for each week you are not on site. When you are finished working on site at the project please state "FINAL" on your last payroll report. In the event you need to go back on site, after you have submitted a "FINAL" report, just turn in the report for the week you are on site and another "FINAL" report when you are done with on site work. Please number your Certified Payroll Reports.

You may request an electronic version of the Certified Payroll Report form by e-mailing Sue Van Dyken svandyken@martelconstruction.com
ATTACHMENT N

Contract Forms

1. Pay Application with Schedule of Values
2. Instructions - Pay Application Packet
3. Identification Form
4. IRS W-9
5. Authorization to Release Information
**APPLICATION FOR PAYMENT**

This application for payment must be completed and forwarded to Martel Construction no later than the 25th day of each month in order to receive payment when due.

<table>
<thead>
<tr>
<th>To:</th>
<th>Project Name:</th>
<th>Application Number:</th>
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<tbody>
<tr>
<td>Martel Construction, Inc.</td>
<td>MSU Norm Asbjornson Hall</td>
<td>1</td>
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<tr>
<td>1203 South Church</td>
<td></td>
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<tr>
<td>Bozeman, MT 59715-5801</td>
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<td>From:</td>
<td>Project No:</td>
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<td>TBD</td>
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<td>City, State, Zip</td>
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<tr>
<td>Contract Date:</td>
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<td>11/30/2012</td>
<td>1/31/13</td>
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<td>Contract For:</td>
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**CONTRACTOR’S APPLICATION FOR PAYMENT**

1. **ORIGINAL CONTRACT SUM**
   $2,279,874 (value from column C1 of SOV)

2. **Net Change by Change Orders**
   $7,000 (value from column C2 of SOV)

3. **CONTRACT SUM TO DATE**
   $2,286,874 (line 1 plus line 2)

4. **TOTAL COMPLETED & STORED TO DATE**
   $154,870 (value from column G of SOV)

5. **LESS RETAINAGE (5%)**
   $7,743 (line 4 multiplied by 5%)

6. **TOTAL EARNED LESS RETAINAGE**
   $147,126 (line 4 minus line 5)

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   $0 (value column D minus 5%)

8. **BALANCE DUE BEFORE GROSS RECEIPTS TAX**
   $147,126 (also Line 6 of LAST Pay Ap)

9. **LESS 1% CONTRACTOR’S GROSS RECEIPTS TAX (Do not round)**
   $1,471.26 (line 8 multiplied by 1%)

10. **CURRENT PAYMENT DUE**
    $145,655 (line 8 minus line 9)

11. **BALANCE TO FINISH INCLUDING RETAINAGE**
    $2,139,748 (line 3 minus line 4 plus line 5)

Prior to submitting first pay application to Martel Construction...the following documents are required from the subcontractor:

- Signed contract between Martel Construction and subcontractor.
- Approved Schedule of Values.
- Certificate of Worker's Compensation Insurance.
- Plumbers and Electricians - Copy of current trade license. All others - Montana Certificate of Contractor Registration.
- Signed "Authorization to Release Information" form...Attachment N of Contract.
- Certified payroll reports if applicable.

\(1\) Documents required prior to starting work at job site.

\(2\) Documents required for every pay period throughout the duration of the project.
**SUBCONTRACTOR SCHEDULE OF VALUES**

<table>
<thead>
<tr>
<th>Lien Release Required</th>
<th>Description of Work</th>
<th>Scheduled Value</th>
<th>Change Orders</th>
<th>Revised Contract Amount (C1+C2)</th>
<th>Work Completed</th>
<th>Completed and Stored To Date (D + E + F)</th>
<th>% (G/C3)</th>
<th>Balance to Finish (C3-G)</th>
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<td>Lien Release Required</td>
<td>Scheduled Value</td>
<td>Change Orders</td>
<td>Revised Contract Amount (C1+C2)</td>
<td>Work Completed This Application</td>
<td>Completed and Stored To Date (D + E + F)</td>
<td>Stored Materials</td>
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<tr>
<td>X</td>
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<td>123 Main Street</td>
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<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:Joe.Smith@abcco.com">Joe.Smith@abcco.com</a></td>
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<td>X</td>
<td>LMN Co.</td>
<td>456 Main Street</td>
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<td>Email: <a href="mailto:Jan.Norris@lmnco.com">Jan.Norris@lmnco.com</a></td>
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<td>Email: <a href="mailto:Phil.Jones@xyzco.com">Phil.Jones@xyzco.com</a></td>
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<td>$0</td>
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<td><strong>TOTAL CURRENT CONTRACT</strong></td>
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INSTRUCTIONS: APPLICATION FOR PAYMENT PACKET

Request your electronic version of our Application for Payment Packet by emailing subcontractors@martelconstruction.com or call the Bozeman office at 406-586-8585.

The Application for Payment and Schedule of Values forms included in your subcontract or PO are not for use. They are Samples/Examples only. **You must complete and submit your Application for Payment Packet by email.**

Instructions for completing your Application for Payment will be included with your electronic version.

**Each and every Pay Application Packet will include:**

1. Application for Payment cover page for the period you are requesting payment.

2. Schedule of Values fully completed. (You must submit a Preliminary Schedule of Values for review at least 10 days prior to submitting your first Pay Application Packet. No applications for payment will be reviewed for payment without an approved Schedule of Values. See Attachment C - Shop Drawings & Submittals for further clarification.)

3. Martel Lien Release for the period you are requesting payment. (See Attachment L for further clarification.)

4. Unconditional Lien Release(s) one from each of your second-tier subcontractors and suppliers listed on your Schedule of Values. (See Attachment L for further clarification.)

5. Certified Payroll (if required by specifications)
IDENTIFICATION FORM

Project: MSU NAIC Parking Structure

Subcontractor:

Company
Address
City, State, Zip

1. If the name and address shown above is incorrect please make appropriate changes.

2. Phone: __________________________ Fax: __________________________

3. E-mail: ____________________________________________

4. Signature: _________________________________________

   Type/Print Name & Title: ____________________________________________

   Date: ____________________________________________

5. Union Member: Yes ____________ No ______________

   If Yes:
   Union Name: ____________________________________________
   Union phone: ____________________________________________
   Local Jurisdiction Number: ________________________________

PLEASE COMPLETE THE ATTACHED W-9 FORM AND RETURN TO MARTEL CONSTRUCTION

RETURN TO: Martel Construction, Inc.
            1203 South Church
            Bozeman, MT 59715-5801
Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: [ ] Individual/Sole proprietor [ ] Corporation [ ] Partnership
[ ] Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership)...
[ ] Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to send the Certification, but you must provide your correct TIN. See the instructions on page 4.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity.
Authorization to Release Information

The undersigned hereby authorize the Unemployment Insurance Division, Department of Labor and Industry to give the prime Contractor, Martel Construction, Inc., information concerning their compliance with the unemployment insurance Program. This authorization covers the duration of the contract for

**MSU Norm Asbjornson Hall**

Please acknowledge this authorization below.

**Business Name and Address**

Company
Address
City, State, Zip

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**Signature**                      **Date**

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**Printed Name**                      **Title**