

PROJECT MANUAL FOR:

# Hannon Hall Re-Roof

MONTANA STATE UNIVERSITY  
BOZEMAN, MONTANA

**January 4, 2019**

**PPA No. 15-0173**

SET NO.:



**MONTANA  
STATE UNIVERSITY**

CAMPUS PLANNING,  
DESIGN AND CONSTRUCTION  
BOZEMAN, MONTANA  
PHONE: (406) 994-5413 FAX: (406) 994-5665



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- Invitation To Bid
- Instructions to Bidders
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### **Included in this Project Manual:**

- |  |                                     |
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| Sample Standard Form of Contract, Form 110 | State of Montana General Conditions |
| MSU Supplemental Conditions                | Montana Prevailing Wage Rates       |

The following documents are included in electronic versions but not included in the printed project manual.

- |   |   |
|---|---|
| Substitution Request, Form 99                   | Certificate of Substantial Completion, Form 107 |
| Schedule of Values for Payment, Form 100        | Construction Change Directive, Form 109         |
| Periodic Estimate for Partial Payment, Form 101 | Request for Information, Form 111               |
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| Consent of Surety to Final Payment, Form 103    | Labor and Material Payment Bond, Form 113       |
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Additionally these can be downloaded from our website:

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## CAMPUS PLANNING, DESIGN & CONSTRUCTION

Sixth Avenue and Grant Street • P.O. Box 172760 • Bozeman, Montana 59717-2760

Phone: (406) 994-5413 • Fax: (406) 994-5665

### PERMIT NOTICE

The drawings and specifications for this project have been submitted to the city of Bozeman for review. The contractor will pay all permit fees. The owner shall pay for plan review fee and the impact fee required for this project. The building permit must be appropriately displayed at the project site before construction may begin. The contractor shall contact the city of Bozeman for further clarification at the following:

CITY OF BOZEMAN  
BUILDING INSPECTION DIVISION  
DEPARTMENT OF PUBLIC WORKS  
20 EAST OLIVE STREET, SUITE 208  
PO BOX 640  
BOZEMAN, MONTANA 59771-0640  
(406) 582-2300

## INVITATION TO BID

Sealed bids will be received until **2:00 PM on Thursday, January 31, 2019**, and will be publicly opened and read aloud in the offices of **MSU Campus Planning, Design and Construction, Plew Building, 6<sup>th</sup> & Grant, Bozeman, Montana**, for: **Hannon Hall Re-Roof, PPA No. 15-0173**.

Bids shall be submitted on the form provided within the Contract Documents. Contract documents may be obtained at the offices of:

**Montana State University  
Campus Planning, Design and Construction  
Plew Building, 6<sup>th</sup> & Grant  
PO Box 172760  
Bozeman, Montana 59717-2760**

**On the web at:**  
<http://www.montana.edu/pdc/bids.html>

***A PRE-BID WALK-THROUGH IS SCHEDULED FOR Thursday, January 17, 2019, AT 2:00 PM PARTICIPANTS SHOULD MEET AT: Plew Building, 6<sup>th</sup> & Grant, Bozeman, Montana. ATTENDANCE IS STRONGLY RECOMMENDED. Bidders should thoroughly review the contract documents before the pre-bid conference.***

Bids must be accompanied by a bid security meeting the requirements of the State of Montana in the amount of 10% of the total bid. After award, the successful bidder must furnish an approved Performance Security and a Labor & Material Payment Security each in the amount of 100% of the contract for contracts equal to or greater than \$25,000.

No bidder may withdraw his bid for at least thirty (30) calendar days after the scheduled time for receipt of bids except as noted in the Instructions to Bidders.

The Owner reserves the right to reject any or all bids and to waive any and all irregularities or informalities and the right to determine what constitutes any and all irregularities or informalities.

### Time of Completion

Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project **by August 21, 2019**.

*The State of Montana makes 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 the state to make such accommodations, applicants must make known any needed accommodation to the individual project managers or agency contacts listed in the contract documents.*

State of Montana - Montana State University

Facilities Services

Campus Planning, Design and Construction

## INSTRUCTIONS TO BIDDERS

1. Table of Contents

*Provided in the Printed Project Manual:*

Invitation to Bid  
 Instruction to Bidders  
 Bid Proposal, Form 098  
 Sample Standard Form of Contract  
 State of Montana General Conditions  
 MSU Supplementary Conditions  
 State of Montana Prevailing Wage Rates  
 Specifications  
 Drawings

**These additional forms can be found on our website or will be provided upon request:**

<http://www.montana.edu/pdc/docs/index.html>

Substitution Request, Form 99  
 Schedule of Values, Form 100  
 Periodic Estimate for Partial Payment, Form 101  
 Acknowledgement of Subcontractors, Form 102  
 Consent of Surety to Final Payment, Form 103  
 Contract Change Order, Form 104  
 Contractor's Affidavit, Form 106  
 Certificate of Substantial Completion, Form 107  
 Construction Change Directive, Form 109  
 Request for Information, Form 111  
 Performance Bond, Form 112  
 Labor and Material Payment Bond, Form 113  
 Certificate of Final Acceptance, Form 118

2. Viewing of Contract Documents

2.1. The Contract Documents may be viewed at the following locations:

Builders Exchange of Billings  
 2050 Broadwater STE A  
 Billings MT 59102  
 406/652-1311  
[bbx@billingsplanroom.com](mailto:bbx@billingsplanroom.com)

NW MT - Flathead Builders Exchange  
 2303 Hwy 2 E  
 Kalispell, MT 59901  
 406/755-5888  
[planex@kalcop.com](mailto:planex@kalcop.com)

Helena Plans Exchange  
 1530 Cedar Street Suite C  
 Helena MT 59601  
 406/457-2679  
[helenaplanex@helenacopycenter.com](mailto:helenaplanex@helenacopycenter.com)

Bozeman Builders Exchange  
 1105 Reeves RD W STE 800  
 Bozeman MT 59718  
 406/586-7653  
[exchange@bozemanplanroom.com](mailto:exchange@bozemanplanroom.com)

Great Falls Builders Exchange  
 202 2ND Avenue S  
 Great Falls MT 59401  
 406/453-2513  
[gfbe@greatfallsplans.com](mailto:gfbe@greatfallsplans.com)

Missoula Plans Exchange  
 201 N Russell ST  
 Missoula MT 59801  
 406/549-5002  
[mpe@vemcoinc.com](mailto:mpe@vemcoinc.com)

Butte Builders Exchange  
 4801 Hope Road  
 Butte MT 59701  
 406/782-5433  
[butteplans@gmail.com](mailto:butteplans@gmail.com)

3. Borrowing of Documents: Up to two hard copy sets may be obtained for General Contractors. Additionally, Contract Documents will be available electronically. If shipping of hard copies is required, it will be at the contractor's expense.

3.1. Contract Documents may be obtained at the office of:  
**MONTANA STATE UNIVERSITY**  
**CAMPUS PLANNING, DESIGN & CONSTRUCTION**  
**PLEW BUILDING 1st FLOOR**  
**6TH AND GRANT**  
**BOZEMAN, MONTANA 59717-2760**  
**406/994-5413**

3.2. All borrowed Contract Documents shall be returned to Campus Planning, Design & Construction within ten (10) calendar days after the bid opening for the deposit refund (if deposit was required). However, if the Contract Documents are not in a condition where they can be reused by the Owner to construct the project, the Owner may at its sole discretion may retain the deposit or levy costs to contractor in order to

reproduce a replacement set.

4. Visits to Site

4.1. Prospective bidders are requested to contact the following for inspection of the site:

**Bill Mackin, Project Manager**  
**Montana State University**  
**Campus Planning, Design & Construction**  
**6<sup>th</sup> and Grant, PO Box 172760**  
**Bozeman, Montana 59717-2760**  
**Ph: 406/994-6377; Fax: 406/994-5665**

4.2. Failure to visit site will not relieve the Contractor of the conditions of the contract.

5. Requests for Substitution

5.1 Any requests for product substitutions must be submitted on the "Substitution Request" Form 099, to the Architect/Engineer at least ten (10) days prior to the date of the bid opening for consideration by the Architect/Engineer. Any request for substitution made after this time restriction, including those made after award during project construction may be rejected without consideration by either the Architect/Engineer or the Owner.

6. Bids/Proposals

6.1. The bidder shall submit his bid on the Bid Proposal Form furnished with the Contract Documents.

6.2. DO NOT send the Contract Documents with the Proposal. The Contract Documents shall be returned as noted in Article 3.2 of the Instructions to Bidders.

6.3. If the project is funded by any portion of federal funds, the following may apply: on Federally-funded projects, a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form must be submitted with the bid proposal. If the debarment form is not included within the Construction Documents, federal funds (if included) do not require the form or are not included in the project and the debarment form is not required.

6.4. Proposals shall be in a sealed envelope and addressed to:

**STATE OF MONTANA, MONTANA STATE UNIVERSITY**  
**CAMPUS PLANNING, DESIGN & CONSTRUCTION**  
**PLEW BUILDING 1ST FLOOR**  
**6TH AND GRANT**  
**PO BOX 172760, BOZEMAN, MONTANA 59717-2760**

6.5. The envelope shall state that it contains a "BID PROPOSAL" and indicate the following information:

Name of Project:	<b>Hannon Hall Re-Roof</b>
Location:	<b>Montana State University Bozeman Campus</b>
MSU PPA Project Number:	<b>15-0173</b>
Name of Bidder:	_____
Acknowledge Addendum Number:	___, ___, ___, ___

6.6. It is the bidder's responsibility to deliver or ensure delivery of the bid proposal to Montana State University, Campus Planning, Design, and Construction. Proposals received after the scheduled closing time for bids by either the bidder, a delivery service (e.g. Federal Express, U.S. Postal Service, United Parcel Service, etc.), or the state's own mail delivery system, will be rejected. Proposals entitled for consideration must be time-stamped in the Owner's office prior to the closing time for receipt of bids. The official time clock for receipt of bids and fax modifications is the Owner's time and date stamp clock located in the reception area of the Owner's office. No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids and fax modifications are received in the Owner's office prior to the scheduled closing time.

6.7. If requested on the Bid Proposal, any person making a bid to perform the Work shall, as a requirement of a responsible bid, set forth the name of each subcontractor specified in the "List of Subcontractors" which is part of the bid proposal. The bidder shall list only one subcontractor for each such portion or work



listed. The bidder whose bid is accepted shall not:

- 6.7.1. Substitute any other subcontractor in place of the subcontractor listed in the original bid, except by specific consent of the Owner. The Owner, at its sole discretion, may grant substitution with consent of the originally listed subcontractor, or in consideration of other factor(s) involved if deemed relevant to the successful performance of the Contract.
  - 6.7.2. Permit any such subcontract to be voluntarily assigned, transferred or allow it to be performed by any party other than the subcontractor listed in the original bid without the consent of the Owner.
- 6.8. Bid Proposals entitled to consideration shall be made in accordance with the following instructions:
- 6.8.1. Made upon form provided;
  - 6.8.2. All blank spaces properly filled;
  - 6.8.3. All numbers stated in both writing and in figures;
  - 6.8.4. Shall contain no additions, conditional or alternate bids, erasures or other irregularities;
  - 6.8.5. Shall acknowledge receipt of all addenda issued.
- 6.9. Bid Proposals entitled to consideration shall be signed by the proper representative of the firm submitting the proposal as follows:
- 6.9.1. The principal of a single owner firm;
  - 6.9.2. A principal of a partnership firm;
  - 6.9.3. An officer of an incorporated firm, or an agent whose signature is accompanied by a certified copy of the resolution of the Board of Directors authorizing that agent to sign; or,
  - 6.9.4. Other persons signing for a single-owner firm or a partnership shall attach a power-of-attorney evidencing his authority to sign for that firm.
- 6.10. Unit Prices: When a Bid Proposal Form contains unit prices, any errors discovered in the extension of those unit prices will be corrected by the Owner using the unit price figures. The adjusted extended amount will then be used to determine the correct total bid. Only after the amounts have been checked and adjusted, if necessary, will the valid low bid be determined.
- 6.11. Estimated Quantities: All estimated quantities stipulated in the Bid Proposal and other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the work and for the purpose of comparing proposals submitted for the work. It is understood and agreed that the actual amounts of work done and materials furnished under unit price items may vary from such estimated quantities. The actual quantities will depend on the conditions encountered at the time the work is performed.
- 6.12. Any bidder may modify his bid by fax communication only.
- 6.12.1 It is the bidder's responsibility to ensure that the entire modification is received at the bid opening location prior to the scheduled closing time for receipt of bids. The modification shall not reveal the bid price, but shall only provide the ADDITION or SUBTRACTION from the original proposal.
  - 6.12.2 The Owner is not responsible for the performance of the facsimile/printer machine, maintaining adequate paper levels, toner levels, the telephone connection, quality of the facsimile, or any other factors affecting receipt of the fax. Unreadable or difficult-to-read facsimiles may be rejected at the sole discretion of the Owner.
  - 6.12.3 Changes in the listed subcontractors, if any, shall also be provided.
  - 6.12.4 Bid modifications must be verified by hard copy provided to the Owner within two (2) business days after the bid opening.
  - 6.12.5 Bid modifications shall be directed to fax phone (406) 994-5665.
  - 6.12.6 All facsimiles shall be date and time stamped on the same time-stamp clock in the Owner's office that is used for receipt of bids in order to be considered valid. The Owner may also use the date and time on the automatically-generated email notification of facsimile receipt as generated by the State's system. Any date and time indicated at the top of the facsimile on either the bidder's or the Owner's facsimile/printer machine will not be used in determining time of arrival of the modification.
- 6.13. The Owner reserves the sole right to reject any or all bids and to waive any irregularities or informalities. The Owner also reserves the sole right to determine what constitutes irregularities or informalities and/or

what is material and/or immaterial to the bids received.

7. Bid Security

- 7.1. IF THE PROJECT COST IS LESS THAN \$25,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE BID SECURITY (18-2-302 MCA).
- 7.2. All proposals shall be accompanied by a bid security in the amount of 10% of the bid price, as evidence of good faith (18-2-302 MCA). (**MSU does not waive bid security.**)
- 7.3. Bid security shall be in the form of lawful moneys of the United States, cashier's check, certified check, bank money order or bank draft, bid bond or bonds payable to the State of Montana (18-2-302 MCA).
- 7.4. If the bidder, to whom a contract is awarded, fails to enter into and execute the proposed contract within fifteen (15) calendar days of award, the bidder shall forfeit the bid security (18-1-204 MCA).
- 7.5. The bid security of unsuccessful bidders will be returned when the contract has been awarded to the successful bidder or when all bids have been rejected (18-1-205 MCA).
- 7.6. Execution of and entering into a contract includes providing all necessary insurance certificates, bonds, signed contract and current copy of the construction contractor registration certificate.
- 7.7. **NOTE: PER STATE POLICY, IF CASH, CHECK, MONEY ORDER, OR BANK DRAFT ARE PROVIDED AS BID SECURITY, IT WILL BE DEPOSITED IN THE TREASURY. UNSUCCESSFUL BIDDERS WILL HAVE THEIR SECURITY RETURNED UPON CONTRACT AWARD. THE SUCCESSFUL BIDDER'S SECURITY MAY BE RETURNED UPON ISSUANCE OF NOTICE TO PROCEED.**

8. Withdrawal of Bids

- 8.1. Any bidder may withdraw his bid proposal at any time prior to the scheduled closing time for the receipt of bids.
- 8.2. Once the closing time for the receipt of bids is reached, a bid may not be withdrawn for a period of thirty (30) calendar days.

9. Interpretation of Contract Documents

- 9.1. Bidders shall promptly notify the Architect/Engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents or of the site and local conditions.
- 9.2. Bidders requiring clarification or interpretation of the Contract Documents shall request, in writing, clarification from the Architect/Engineer at least ten (10) calendar days prior to the date set for receipt of bids.
- 9.3. Any interpretations, corrections, or change in the Contract Documents prior to the bid opening will be made by written addendum issued by the Architect/Engineer. The Architect/Engineer will endeavor to notify all plan holders of any addenda issued but it shall be the responsibility of the individual bidders to insure they have received all addenda prior to the submission of their bid.
- 9.4. All written addenda issued by the Architect/Engineer will become part of the Contract Documents and all bidders shall be bound by such addenda whether or not received and/or acknowledged by the bidder. No oral or telephone modifications of the Contract Documents will be considered or allowed.

10. Award of Bids

- 10.1. All bids received by the stated hour will be opened and publicly read aloud.
- 10.2. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received. Owner reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.
- 10.3. The low bid shall be determined on the basis of the lowest Base Bid or the lowest combination of Base Bid and Alternate Bids, accepted in consecutive order.

- 10.4. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).
- 10.4.1. The Owner may make such investigations as it deems necessary to determine whether or not any or all bidders are responsible.
- 10.4.2. The term “responsible” does not refer to pecuniary ability only, nor the ability to tender sufficient performance and payment bonds.
- 10.4.3. The term “responsible” includes, but is not limited to:
- 10.4.3.1. Having adequate financial resources to perform the contract or the ability to obtain them;
- 10.4.3.2. Being able to comply with the required delivery, duration, and performance schedule;
- 10.4.3.3. Having a satisfactory record of integrity and business ethics;
- 10.4.3.4. Having the necessary organization, experience, accounting, and operational controls;
- 10.4.3.5. Having the necessary production, construction, technical equipment, and facilities; and,
- 10.4.3.6. Having the technical skill, ability, capacity, integrity, performance, experience, lack of claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance, and such like.
- 10.4.4. Bidders shall furnish to the Owner all information and data for this purpose as the Owner may request.
- 10.4.5. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Contract and Work defined in the Contract Documents.
- 10.5. The Owner shall award such contract to the lowest responsible bidder without regard to residency except on a reciprocal basis: a resident bidder will be allowed a preference on a contract against the bid of any non-resident bidder from any state or country that enforces a preference for resident bidders. The preference given to resident bidders of the State of Montana must be equal to the preference given in the other state or country (18-1-102, MCA). This does not apply when prohibited by Federal requirements.
- 10.6. The State of Montana may negotiate deductive changes, not to exceed 7% of the total cost of the project, with the lowest responsible bidder when the lowest responsible bids causes the project cost to exceed the appropriation; or with the lowest responsible bidders if multiple contracts will be awarded on the projects when the total of the lowest responsible bids causes the project cost to exceed the appropriation. A bidder is not required to negotiate his bid but is required to honor his bid for the time specified in the bidding documents. The Owner may terminate negotiations at any time (18-2-105(7) MCA).

## 11. Contract

- 11.1. The sample Standard Form of Contract between Contractor and Owner, as issued by the Owner, will be used as the contracting instrument and is bound within the Contract Documents.
- 11.2. The form shall be signed by a proper representative of the bidder as defined above in these instructions.
- 11.3. The contractor shall also complete and return a federal form W-9 with the Contract.

## 12. Performance, Labor and Material Payment Security

- 12.1. IF THE PROJECT COST IS LESS THAN \$25,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE A PERFORMANCE OR LABOR AND MATERIAL PAYMENT SECURITY (18-2-201 MCA). **(MSU REQUIRES BONDS ON ALL PROJECTS ABOVE \$25,000.)**
- 12.2. THE CONTRACTOR SHALL PROVIDE BOTH SECURITIES FOR THIS PROJECT AS SPECIFIED BELOW, UNLESS SPECIFICALLY DIRECTED THAT THIS REQUIREMENT HAS BEEN WAIVED ELSEWHERE IN THESE DOCUMENTS.
- 12.3. The Owner shall require the successful bidder to furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201, MCA).

- 12.4. The Owner shall require the successful bidder to furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201 MCA).
- 12.5. The bonds shall be executed on forms furnished by the Owner. No other forms will be acceptable.
- 12.6. The bonds shall be signed in compliance with State statutes (33-17-111 MCA).
- 12.7. Bonds shall be secured from a State licensed bonding company.
- 12.8. Power of Attorney
  - 12.8.1. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney;
  - 12.8.2. One original copy shall be furnished with each set of bonds.
  - 12.8.3. Others furnished with a set of bonds may be copies of that original.
13. Notice To Proceed
  - 13.1. The successful bidder who is awarded the contract for construction will not be issued a Notice to Proceed until there is a signed Contract, the specified insurance certificates and a copy of the bidder's current Construction Contractor Registration Certificate in the Owner's possession. All items are required within fifteen (15) calendar days of contract award made by the Owner.
14. Laws and Regulations
  - 14.1. The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in this contract as if bound herein in full.
15. Payments
  - 15.1. NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION. Per Title 28, Chapter 2, Part 21, this contract allows the Owner to change the number of days to approve a Contractor's payment request. This contract allows the Owner to approve the Contractor's payment request within thirty-five (35) calendar days after it is received by the Owner without being subject to the accrual of interest.
16. Time of Completion
  - 16.1. Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project **by August 21, 2019**. Construction can begin on May 14, 2019.
  - 16.2. If liquidated damages are assessed for exceeding the completion date, they shall accrue at the rate of ZERO 00/100 (\$0.00) DOLLARS per calendar day. Liquidated damages charges will be deducted from the amount due the Contractor.

~END OF INSTRUCTIONS~



BID PROPOSAL

Hannon Hall Re-Roof
PPA No. 15-0173

TO:
State of Montana, Montana State University
Campus Planning, Design, and Construction
Attn: Rebecca Barney, Contract Administrator
Plew Building, 6th & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Prospective Bidders:

The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work as prepared by Bechtle Architects, 4515 Valley Commons Drive, #201, Bozeman, Montana 59715, 406/585-4161, by submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:

BASE BID:

\_\_\_\_\_ and \_\_\_\_ /100 DOLLARS.
(ALPHA notation) \$ \_\_\_\_\_ (NUMERIC notation)

ALTERNATE NO. 1: ADD (Fall Protection posts as indicated on the construction drawings)

THE BIDDER AGREES TO ADD THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM OF:

\_\_\_\_\_ and \_\_\_\_\_ /100 DOLLARS
(ALPHA notation) \$ \_\_\_\_\_ (NUMERIC notation)

UNIT PRICE 1: (Provide additional walkway pads as requested)

THE BIDDER AGREES TO COMPLETE THE SPECIFIED SCOPE OF WORK FOR THE UNIT COST OF:

\_\_\_\_\_ and \_\_\_\_\_ /100 DOLLARS
(ALPHA notation) \$ \_\_\_\_\_ (NUMERIC notation)

This bidder acknowledges receipt of the following addenda:

ADDENDUM No.:	_____	Dated:	_____
ADDENDUM No.:	_____	Dated:	_____
ADDENDUM No.:	_____	Dated:	_____

By signing below, the bidder agrees to all terms specified and AGREES TO fulfill the requirements of the CONTRACT in strict accordance with the bidding documents.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Construction Contractor

Registration No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

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

**STANDARD FORM OF CONTRACT BETWEEN OWNER AND  
CONTRACTOR FOR CONSTRUCTION**

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, MCA TITLE 27, CHAPTER 5

This **CONTRACT** is made as of:

(date)

**BETWEEN:**

*[FIRM NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE, FAX]*

Herein after identified as the “**CONTRACTOR**” and the State of Montana, acting through its Director, Campus Planning, Design, and Construction, hereinafter identified as the “**OWNER**”:

*State of Montana  
Montana State University  
Campus Planning, Design, and Construction  
Plew Building 6<sup>th</sup> & Grant, PO Box 172760  
Bozeman, Montana 59717-2760*

WITNESSETH that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE 1 – SCOPE OF WORK

The Contractor shall perform all Work as shown in the Contract Documents entitled:

*[PROJECT NAME]*

*PPA NO.: [PPA NO.]*

*Bid Documents Dated: (alpha date)*

As prepared by:

*[FIRM NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE, FAX]*

Hereinafter identified as the “**ARCHITECT/ENGINEER.**”

ARTICLE 2 – TIME OF COMPLETION

As time is of the essence in performance, coordination, and completion of the Work contemplated under this Contract, the Work to be performed shall commence on a date set forth by the Owner in a written “Notice To Proceed” and shall be completed Within or by:

**CONSECUTIVE CALENDAR DAYS.**

If the Work is not completed within the time specified, the Owner may assess liquidated damages in the amount of:

**[DOLLARS IN ALPHA] DOLLARS (\$numeric) PER CALENDAR DAY.**

ARTICLE 3 – CONTRACT SUM

The Owner shall pay the Contractor for performance of the Work, subject to additions and/or deductions by Change Order or damages as provided in the Contract Documents, the Contract Sum of:

**[DOLLARS IN ALPHA] DOLLARS (\$(dollars in numeric)).**

ARTICLE 4 – PROGRESS PAYMENTS

The Owner shall make payments on account in accordance with the Contract Documents as follows: Ninety-Five (95%) of the portion of the Contract Sum for labor, materials, and equipment incorporated in the Work and for materials suitable stored. The Contractor shall be aware that the Owner has thirty-five (35) calendar days upon receipt in which to make approval and payment without being in

violation of statute or being subject to the accrual of interest shall, or the need to make written notice or justification to deny payment in whole or in part. The Contractor shall, within seven (7) calendar days following receipt of payment from the Owner, make payment to subcontractor(s).

**ARTICLE 5 – FINAL PAYMENT**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when: 1) the Work is completed in accordance with the Contract Documents; 2) the Contract fully performed; 3) a final Form 101, Periodic Estimate for Partial Payment showing the final correct amounts is approved by the Architect/Engineer; 4) a Form 106, "Contractor's Affidavit of Completion, Payment of Debts and Claims, and Release of Liens" is completed and submitted; and 5) a Form 103, "Consent of Surety Company To Final Payment" if required, is completed and submitted.

**ARTICLE 6 – CONTRACT DOCUMENTS**

The Contract Documents, together with this Contract, form the entire Contract and Agreement between the Contractor and Owner. The Contract Documents, which are totally and completely a part of this Contract as if attached hereto or repeated herein, are enumerated in the General Conditions of the Contract for Construction inclusive of Wage Rates, Reports, and all other items bound with the Specifications and/or Project Manual(s).

**ARTICLE 7 – PREVAILING WAGE SCHEDULE**

The Contractor and all subcontractors at any tier or level shall, as a minimum, pay the standard prevailing rate of wages schedule (including per diem, fringe benefits for health, welfare, and pension contributions and travel allowance) in effect and as applicable to the district in which the Work is being performed.

**ARTICLE 8 – VENUE**

In the event of any mediation, arbitration, or litigation concerning any matter or dispute arising out of or related to the Contract, venue shall be the Eighteenth Judicial District in and for the County of Gallatin, Montana. The Contract shall be interpreted and subject to the laws of the State of Montana.

**ARTICLE 9 – MISCELLANEOUS PROVISIONS**

Other documents if any forming part of these contract documents are as follows:

Addendum #1 dated: [ ] Addendum #2 dated: [ ] Addendum #3 dated: [ ]

Contractor's Bid Proposal dated: [ ]

Contractor's Revised Proposal dated: [ ]

**EXECUTION OF THIS CONTRACT**

This Contract is entered into as of the day and year first written above:

**CONTRACTOR:** (COMPANY)  
(ADDRESS)  
(CITY, STATE, ZIP)  
(PHONE, FAX)

**OWNER:** STATE OF MONTANA  
MONTANA STATE UNIVERSITY  
CAMPUS PLANNING, DESIGN, AND  
CONSTRUCTION  
6<sup>TH</sup> & GRANT AVENUE, P.O. Box 172760  
BOZEMAN, MONTANA 59717-2760

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
John How, Interim Director

\_\_\_\_\_  
(Date)

Contractor's Registration Certificate No. \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

Incorporated? \_\_\_\_\_ No \_\_\_\_\_ yes

*Please refer to PPA No. in all correspondence.*





**GENERAL CONDITIONS  
OF THE CONTRACT FOR CONSTRUCTION**

**State of Montana Version**  
(Form Revision Date: May 2, 2016)

# FRONT PAGE HIGHLIGHTS

Note: This list of items is not an exhaustive or all-inclusive list of the contractor's responsibilities for the Project but is provided solely for convenience and reference.

ITEM	REFERENCE	GENERAL CONDITIONS
Prevailing Wage Rates	<a href="#">Article 3.4.4</a>	The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA.
Warranty	<a href="#">Article 3.5.2</a>	The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project.
Schedule	<a href="#">Article 3.10.1</a>	The Contractor's schedule shall be in the "Critical Path Method" and shall be in a form that is acceptable to the Owner and meet all the conditions of 3.10.
Time Limit on Claims	<a href="#">Article 4.3.1.1</a>	Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such claim.
Weather Delays	<a href="#">Article 4.3.5.2</a>	If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the current critical- path scheduled construction activities.
Waiver of Consequential Damages	<a href="#">Article 4.3.6</a>	The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract.
Mediation & Arbitration	Article <a href="#">4.5</a> & <a href="#">4.6</a>	The parties shall endeavor to resolve their Claims by mediation unless the parties mutually agree otherwise. Claims not resolved by mediation shall be decided by arbitration.
Changes	<a href="#">Article 7</a>	Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
Change Order Allowable Costs	<a href="#">Article 7.2.2.1</a>	As described with a 5% allowance for overhead and a 10% allowance for profit.
Time	<a href="#">Article 8</a>	Time is of the essence in performance, coordination, and completion of the Work contemplated herein.
Liquidated Damages	<a href="#">Article 8.1.6</a>	The Contractor and his surety shall be liable for and shall pay to the Owner the sums stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete.
Contract Duration/Milestones/Phases	<a href="#">Article 8.1.8</a>	All Work shall reach Substantial Completion by the date(s) listed or within the consecutive calendar days indication after the start date on the written Notice To Proceed.
Applications for Payment	<a href="#">Article 9.3.2</a>	The Owner has thirty-five (35) calendar days after receipt for approval of the Contractor's Pay Request without being subject to the accrual of interest.
Retainage	<a href="#">Article 9.3.7</a>	Until the Work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work.
Safety & Protection	<a href="#">Article 10</a>	The Contractor shall be solely responsible for initiating, maintaining and supervising all safety, safety precautions, and safety programs in connection with the performance of the Contract.
Indemnification and Insurance Requirements	<a href="#">Article 11</a>	The Contractor shall indemnify the Owner against the Contractor's negligence. The Contractor shall least carry Workers' Comp, General Liability, Automobile/Equipment, and Property (all-risk) Insurance Coverages as identified. State of Montana shall be listed as an additional insured with copy of ENDORSEMENT provided along with certificates of insurance. No waivers of subrogation shall be accepted.
Performance & Payment Bonds	<a href="#">Article 11.7</a>	The Contract shall furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract. The Contractor shall also furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
Payroll & Basic Records	<a href="#">Article 13.8</a>	Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst or his authorized representative at mutually convenient times. Accounting records shall be kept by the Contractor for a period of three years after the date of the Owner's Final Acceptance of the Project.

# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

State of Montana Version  
(Form Revision Date: March 1, 2016)

## 1. ARTICLE 1 – GENERAL PROVISIONS

### 1.1. BASIC DEFINITIONS

**1.1.1. CONTRACT DOCUMENTS** The Contract Documents consist of the Contract between Owner and Contractor (hereinafter the “Contract”), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order; (3) a Construction Change Directive; or, (4) a written order for a minor change in the Work issued by the Architect/Engineer. The Contract Documents shall include the bidding documents and any alterations made thereto by addenda. In the event of a conflict, discrepancy, contradiction, or inconsistency within the Contract Documents and for the resolution of same, the following order of hierarchy and control shall apply and prevail:

1) Contract; 2) Addenda; 3) Supplementary General Conditions; 4) General Conditions; 5) Specifications; 6) Drawings; 7) Instructions To Bidders; 8) Invitation To Bid; 9) Sample Forms.

If a conflict, discrepancy, contradiction, or inconsistency occurs within or between the Specifications and the Drawings, resolution shall be controlled by the following:

1.1.1.1. As between figures, dimensions, or numbers given on drawings and any scaled measurements, the figures, dimensions, or numbers shall govern;

1.1.1.2. As between large scale drawings and small scale drawings, the larger scale drawings shall govern;

1.1.1.3. As between the technical specifications and drawings; the technical specifications shall govern.

1.1.1.4. Shop Drawings and Submittals: Shop drawings and other submittals from the Contractor, subcontractors, or suppliers do not constitute a part of the Contract Documents.

The Contractor acknowledges, understands and agrees that the Contract Documents cannot be changed except as provided herein by the terms of the Contract. No act(s), action(s), omission(s), or course of dealing(s) by the Owner or Architect/Engineer with the Contractor shall alter the requirements of the Contract Documents and that alteration can be accomplished only through a written Modification process defined herein.

**1.1.2. THE DRAWINGS** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, intent, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**1.1.3. THE SPECIFICATIONS** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**1.1.4. THE CONTRACT** The entire Contract for Construction is formed by the Contract Documents. The Contract represents the entire, complete, and integrated agreement between the Owner and Contractor hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between: (1) the Architect/Engineer and Contractor; (2) the Owner and any

Subcontractor, Sub-subcontractor, or Supplier; (3) the Owner and Architect/Engineer; or, (4) between any persons or entities other than the Owner and Contractor. However, the Architect/Engineer shall at all times be permitted and entitled to performance and enforcement of its obligations under the Contract intended to facilitate performance of the Architect/Engineer's duties.

**1.1.5. THE WORK** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to completely fulfill the Contract and the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**1.1.6. THE PROJECT** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

**1.1.7. TIME** Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When any duration or time period is referred to in the Contract Documents by days, the first day of a duration or time period shall be determined as the day following the current day of any event or notice starting a specified duration. All durations in the Contract Documents are calendar days unless specifically stated otherwise.

## **1.2. CORRELATION, INTER-RELATIONSHIP, AND INTENT OF THE CONTRACT DOCUMENTS**

**1.2.1.** The intent of the Contract Documents is to include all items and all effort necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and inter-related, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**1.2.2.** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. It is the Contractor's responsibility to control the Work under the Contract.

**1.2.3.** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## **1.3. CAPITALIZATION**

Terms capitalized in these General Conditions include those which are: (1) specifically defined; and, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

## **1.4. INTERPRETATION**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## **1.5. EXECUTION OF THE CONTRACT AND CONTRACT DOCUMENTS**

**1.5.1.** The Contract shall be signed by the Owner and Contractor. Execution of the Contract by the Contractor constitutes the complete and irrevocable binding of the Contractor and his Surety to the Owner for complete performance of the Work and fulfillment of all obligations. By execution of the Contract, the Contractor acknowledges that it has reviewed and familiarized itself with all aspects of the Contract Documents and agrees to be bound by the terms and conditions contained therein.

**1.5.2.** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**1.5.3.** The Contractor acknowledges that it has taken all reasonable actions necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, gas, electric power, phone service, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation, topography, and conditions of the ground; and, (5) the character of equipment and facilities needed for performance of the Work. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory geotechnical work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the action described and acknowledged in this paragraph will not relieve the Contractor from responsibility for properly ascertaining and estimating the difficulty and cost of successfully performing the Work or for proceeding to successfully perform the Work without additional expense to the Owner.

**1.5.4.** The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner, nor does the Owner assume responsibility for any understanding reached or representation made by any of its officers, agents, or employees concerning conditions which can affect the Work unless that understanding or representation is expressly stated in the Contract Documents.

1.5.4.1. Performance of any portion of the Work, beyond that required for complying with the specifications and all other requirements of the Contract, shall be deemed to be for the convenience of the Contractor and shall be at the Contractor's sole expense.

1.5.4.2. There shall be no increase in the contract price or time allowed for performance which is for the convenience of the Contractor.

## **1.6. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE**

**1.6.1.** The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect/Engineer and the Architect/Engineer's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect/Engineer or the Architect/Engineer's consultants. Unless otherwise indicated, the Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights except as defined in the Owner's Contract with the Architect/Engineer. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect/Engineer upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer, and the Architect/Engineer's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' copyrights or other reserved rights.

**1.6.2.** Owner's Disclaimer of Warranty: The Owner has requested the Architect/Engineer prepare the Contract Documents for the Project which are adequate for bidding and constructing the Project. However, the Owner makes no representation, guarantee, or warranty of any nature whatsoever to the Contractor concerning such documents. The Contractor hereby acknowledges and represents that it has not, does not, and will not rely upon any such representation, guarantee, or warranty concerning the Contract Documents as no such representation, guarantee, or warranty have been or are hereby made.

## **2. ARTICLE 2 – THE OWNER**

### **2.1. THE STATE OF MONTANA**

**2.1.1.** The Owner is the State of Montana and is the sole entity to be identified as Owner in the Contract and as referred to throughout the Contract Documents as if singular in number.

**2.1.2.** Except as otherwise provided in Subparagraph 4.2.1, the Architect/Engineer does not have authority to bind the Owner. The observations and participations of the Owner or its authorized representative do not alleviate any responsibility on the part of the Contractor. The Owner reserves the right to observe the work and make comment. Any action or lack of action by the Owner shall not be construed as approval of the Contractor's performance.

**2.1.3.** The Owner reserves the right to require the Contractor, all sub-contractors and material suppliers to provide lien releases at any time. The Owner reserves the right to withhold progress payments until such lien releases are received for all work for which prior progress payments have been made. Upon the Owner's demand for lien releases (either verbally or written), the Contractor, all sub-contractors and material suppliers shall provide such releases with every subsequent application for payment through Final Acceptance of the Project.

**2.1.4.** Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**2.1.5.** Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

**2.1.6.** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Specifications as are reasonably necessary for execution of the Work.

### **2.2. OWNER'S RIGHT TO STOP WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. The issuance of a stop work order by the Owner shall not give rise to a claim by the Contractor or any subcontractor for additional cost, time, or other adjustment.

### **2.3. OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and increased costs, and compensation for the Architect/Engineer's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **2.4. OWNER'S RIGHT TO PERSONNEL**

**2.4.1.** The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the project with cause but without cost to the Owner. Such requests from the Owner may be made verbally or in writing and may be done directly with the Contractor or indirectly through the Architect/Engineer. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruption to the facility or others, poor management, causes delay or delays, disruption of the Project, will not strictly adhere to facility procedures and Project requirements either knowingly or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.

**2.4.2.** Any issue or circumstance relating to or resulting out of this clause shall not be construed or interpreted to be interference with or impacting upon the Contractor's responsibilities and liabilities under the Contract Documents.

**2.4.3.** Person(s) and/or personnel who do not perform in accordance with the Contract Documents, shall be deemed to have provided the Owner with cause to have such persons removed from any and all involvement in the Work.

**2.4.4.** The Contractor agrees to indemnify and hold harmless the Owner from any and all causes of action, demands, claims, damages, awards, attorneys' fees, and other costs brought against the Owner and/or Architect/Engineer by any and all person(s) or personnel as a result of actions under this clause.

### **3. ARTICLE 3 – THE CONTRACTOR**

#### **3.1. GENERAL**

**3.1.1.** The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**3.1.2.** Construction Contractor Registration: The Contractor is required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. A bidder must demonstrate that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work. If the prevailing bidder cannot or does not register in time for the Owner to execute the Contract within fifteen (15) days of the date on the notice of award, the Owner may award, at its sole discretion, to the next lowest responsible bidder who meets this requirement. The Owner will not execute a contract for construction nor issue a Notice to Proceed to a Contractor who is not registered per 39-9-401(a) MCA. It is solely the Contractor's responsibility to ensure that all Subcontractors are registered in accordance with Title 39, Chapter 9, MCA.

**3.1.3.** The Owner's engagement of the Contractor is based upon the Contractor's representations by submission of a bid to the Owner that it:

3.1.3.1. has the requisite skills, judgment, capacity, expertise, and financial ability to perform the Work;

3.1.3.2. is experienced in the type of labor and services the Owner is engaging the Contractor to perform;

3.1.3.3. is authorized, licensed and registered to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located;

3.1.3.4. is qualified, willing and able to perform the labor and services for the Project in the manner and scope defined in the Contract Documents; and,

3.1.3.5. has the expertise and ability to provide labor and services that will meet the Owner's objectives, intent and requirements, and will comply with the requirements of all governmental, public, and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

**3.1.4.** The Contractor shall perform the Work in accordance with the Contract Documents.

**3.1.5.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer in the Architect/Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**3.1.6.** Quality Control (i.e. ensuring compliance with the Contract Documents) and Quality Assurance (i.e. confirming compliance with the Contract Documents) are the responsibility of the Contractor. Testing, observations, and/or inspections performed or provided by the Owner are solely for the Owner's own purposes and are for the benefit of the Owner. The Owner is not liable or responsible in any form or fashion to the Contractor regarding quality assurance or extent of such assurances. The Contractor shall not, under any circumstances, rely upon the Owner's testing or inspections as a substitute or in lieu of its own Quality Control or Assurance programs.

## **3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**3.2.1.** Since the Contract Documents are complementary and inter-related, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions affecting the Work. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. However, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect/Engineer as a request for information in such form as the Architect/Engineer may require.

**3.2.2.** Any errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect/Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**3.2.3.** If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect/Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.4 and 4.3.5. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect/Engineer for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect/Engineer.

**3.2.4.** Except as otherwise expressly provided in this Contract, the Contractor assumes all risks, liabilities, costs, and consequences of performing any effort or work in accordance with any written or oral order (including but not limited to direction, instruction, interpretation, or determination) of a person not authorized in writing by the Owner to issue such an order.

**3.2.5.** By entering into this Contract, the Contractor acknowledges that it has informed itself fully regarding the requirements of the Drawings and Specifications, the General Conditions, the Supplementary General Conditions, all other documents comprising a part of the Contract Documents and all applicable laws, building codes, ordinances and regulations. Contractor hereby expressly acknowledges, guarantees, and warrants to the Owner that:

3.2.5.1. the Contract Documents are sufficient in detail and scope to enable Contractor to construct the finished project;

3.2.5.2. no additional or further work should be required by Owner at the time of Owner's acceptance of the Work; and,

3.2.5.3. when the Contractor's work is finished and the Owner accepts, the Work will be complete and fit for the purpose intended by the Contract Documents. This acknowledgment and guarantee does not imply that the Contractor is assuming responsibilities of the Architect/Engineer.



**3.2.6.** Sufficiency of Contract Documents: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has received, carefully reviewed, and evaluated all aspects of the Contract Documents and agrees that said Documents are adequate, consistent, coordinated, and sufficient for bidding and constructing the Work requested, intended, conceived, and contemplated therein.

3.2.6.1. The Contractor further acknowledges its continuing duty to review and evaluate the Contract Documents during the performance of its services and shall immediately notify the Architect/Engineer of any problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions it discovers in the Contract Documents and the Work to be constructed; and, any variances it discovers between the Contract Documents and applicable laws, statutes, building codes, rules or regulations.

3.2.6.2. If the Contractor performs any Work which it knows or should have known due to its experience, ability, qualifications, and expertise in the construction industry, that involves problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions in the Contract Documents and the Work to be constructed and, any variances between the Contract Documents and applicable laws, statutes, building codes, rules or regulations, without prior written notification to the Architect/Engineer and without prior authorization to proceed from the Architect/Engineer, the Contractor shall be responsible for and bare the costs and delays (including costs of any delay) of performing such Work and all corrective actions as directed by the Architect/Engineer.

3.2.6.3. Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to carefully review, evaluate, and become familiar with all aspects of the Contract Documents shall be deemed void and waived by the Contractor.

**3.2.7.** Sufficiency of Site Conditions: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has visited, carefully reviewed, evaluated, and become familiar with all aspects of the site and local conditions at which the Project is to be constructed. The Contractor agrees that the Contract Documents are an adequate, consistent, coordinated, and sufficient representation of the site and local conditions for the Work.

3.2.7.1. The Contractor has reviewed and become familiar with all aspects with the Site Survey and Geotechnical Report for the Project and has a full understanding of the information provided therein.

3.2.7.2. If the Work involves modifications, renovations, or remodeling of an existing structure(s) or other man-made feature(s), the Contractor certifies, warrants and guarantees that it has reviewed, evaluated, and become familiar with all available as-built and record drawings, plans and specifications, and has thoroughly inspected and become familiar with the structure(s) or man-made feature(s).

3.2.7.3. Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to visit, carefully review, evaluate, and become familiar with all aspects of the site, available geotechnical information, and local conditions at which the Project is to be constructed shall be deemed void and waived by the Contractor.

### **3.3. SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1.** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention recognizing that time and quality are of the essence of the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. It is the responsibility of and incumbent upon the Contractor to ensure, confirm, coordinate, inspect and oversee all Work (which is inclusive of but not limited to all submittals, change orders, schedules, workmanship, and appropriate staffing with enough competent and qualified personnel) so that the Work is not impacted in terms of any delays, costs, damages, or additional time, or effort on the part Architect/Engineer or Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from

the Architect/Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Architect/Engineer or Owner as appropriate shall be solely responsible for any resulting loss or damage. The Contractor will be required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and shall propose any alternative procedure which the Contractor will warrant and guarantee. The Contractor is required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and to propose any alternative procedure which the Contractor will warrant.

**3.3.2.** The Contractor shall furnish management, supervision, coordination, labor and services that: (1) expeditiously, economically, and properly completes the Work; (2) comply with all requirements of the Contract Documents; and, (3) are performed in a quality workmanlike manner and in accordance with the standards currently practiced by persons and entities performing or providing comparable management, supervision, labor and services on projects of similar size, complexity, cost, and nature to this Project. However, the standards currently practiced within the construction industry shall not relieve the Contractor of the responsibility to perform the Work to the level of quality, detail, and excellence defined and intended by the Contract Documents as interpreted by the Architect/Engineer.

**3.3.3.** All services and labor rendered by the Contractor, including any subcontractors or suppliers, shall be performed under the immediate supervision at the site of persons possessing expertise and the requisite knowledge in the discipline or trade of service being rendered. The Contractor shall maintain such supervision and personnel at all times that the Contractor's personnel, subcontractors, and/or suppliers are at the site. The Contractor shall never be absent from the site during performance of any portion of the Work by any entity under the supervision and direction of the Contractor. Full time attendance by the Contractor from Notice to Proceed through Final Acceptance is an explicit requirement of this Contract.

**3.3.4.** The Contractor shall be responsible to the Owner for acts, damages, errors, and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**3.3.5.** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### **3.4. LABOR, WAGES, AND MATERIALS**

**3.4.1.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, permits, licenses, goods, products, equipment, tools, construction equipment and machinery, water, heat, all utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**3.4.2.** The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Engineer and in accordance with a Change Order. This opportunity to request substitutions does not negate or waive any requirement for the Contractor to follow a pre-bidding "prior approval" requirement nor obligate the Owner to approve any substitution request.

**3.4.3.** The Contractor shall enforce strict discipline, appropriate behavior, and good order among the Contractor's employees, subcontractors at every tier and level, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**3.4.4.** Prevailing Wages and Montana Residents.

3.4.4.1. The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel

allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)

3.4.4.2. At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)

3.4.4.3. Indian Employment Preference within the Boundaries of an Indian Reservation. All contractors that are awarded a state agency construction contract within the exterior boundaries of an Indian Reservation shall extend a hiring preference to qualified Indians as provided herein:

3.4.4.3.1. "State agency" means a department, office, board, bureau, commission, agency, or other instrumentality of the executive or judicial branches of the government of this State. "Indian" means a person who is enrolled or who is a lineal descendent of a person enrolled in an enrollment listing of the Bureau of Indian Affairs or in the enrollment listing of a recognized Indian tribe domiciled in the United States.

3.4.4.3.2. Qualified Indians – Employment Criteria: An Indian shall be qualified for employment in a permanent, temporary, or seasonal position if he or she has substantially equal qualifications for any position and resides on the reservation where the construction contract is to be performed.

3.4.4.3.3. Non-Applicability: The Indian Employment Preference Policy does not apply to a project partially funded with federal-aid money from the United States Department of Transportation or when residency preference laws are specifically prohibited by federal law. It does not apply to independent contractors and their employees, student interns, elected officials, or appointed positions.

3.4.4.4. The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are bound herein. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

3.4.4.5. The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.

3.4.4.6. The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.

3.4.4.7. It is not the responsibility of the Owner to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless the Owner from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to the Owner. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to the Owner, the Owner's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.

3.4.4.8. In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or "Heavy/Highway" schedules and as part of these Contract Documents.

3.4.4.9. The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by the Owner, which ever is later.

3.4.4.10. Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.

### **3.5. WARRANTY AND GUARANTEE**

**3.5.1.** The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**3.5.2.** The Contractor shall and does hereby warrant and guarantee all work, workmanship, and materials for the full warranty period as specified in the Contract Documents. The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project by the Owner. The date of Final Acceptance shall be the date of the Architect/Engineer's signature on the final request for payment unless otherwise agreed upon in writing for the entire project or any portion thereof, by the Owner, Architect/Engineer and Contractor.

**3.5.3.** In addition to the one (1) calendar year warranty and guarantee specified in this herein above, the Contractor warrants and guarantees all materials and workmanship for the roofing system for a period of two (2) calendar years from the date of Final Acceptance. This warranty shall cover all labor and materials for roof and roofing finish systems (e.g. flashing, terminations, parapet caps, etc.) repairs from moisture penetration and/or defects in workmanship.

**3.5.4.** Manufacturer and product warranties and guarantees, as provided by the manufacturer or as specified in the Contract Documents, are in addition to the Contractor's warranty.

### **3.6. TAXES**

**3.6.1.** The Contractor is responsible for and shall pay all sales, consumer, use, and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**3.6.2.** In compliance with 15-50-206 MCA, the Contractor will have 1% of his gross receipts withheld by the Owner from all payments due and sent to the Montana Department of Revenue. Each subcontractor who performs work greater than \$5,000 shall have 1% of its gross receipts withheld by the Contractor and sent to the Montana Department of Revenue. The Contractor shall notify the Department of Revenue on the Department's prescribed form.

### **3.7. PERMITS, FEES, AND NOTICES**

**3.7.1.** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract, including but not limited to, the building permit fee, electrical, plumbing, sewer connection fee and mechanical permit fee, and any required impact fees and which are legally required when bids are received or negotiations concluded.

**3.7.2.** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

**3.7.3.** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations, and does so without providing notice to the Architect/Engineer and Owner, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction. The Contractor shall be solely responsible to insure that all work it performs is in full compliance with all prevailing and applicable codes and regulations.

**3.7.4.** Incident Reporting: The Contractor shall immediately notify the Owner and Architect/Engineer, both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work, including, but not limited to, union disputes, accidents, delays, damages to Work, and other significant occurrences. Such notices are in addition to any other notices required regarding claims.

### **3.8. ALLOWANCES**

**3.8.1.** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

**3.8.2.** Unless otherwise provided in the Contract Documents:

3.8.2.1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

3.8.2.2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included by the Contractor in the Contract Sum but not in the allowances;

3.8.2.3. whenever costs are more than or less than stated allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.1; and, (2) changes in Contractor's costs under Clause 3.8.2.2.

**3.8.3.** Materials and equipment under an allowance shall be selected by the Owner.

### **3.9. CONTRACTOR'S PERSONNEL**

**3.9.1.** The Contractor shall employ competent personnel, supervisors, project managers, project engineers, project superintendent, and all others who shall be assigned to the Work throughout its duration. Contractor's personnel extend to those employed by the Contractor whether at the site or not. The Owner shall have right to review and approve or reject all replacement of Contractor's personnel. All personnel assigned by the Contractor to the Work shall possess the requisite experience, skills, abilities, knowledge, and integrity to perform the Work.

**3.9.2.** The superintendent and others as assigned shall be in attendance at the Project site during the performance of any and all Work. The superintendent shall represent the Contractor. All communications given to the Contractor's personnel such as the project manager or the superintendent, whether verbal, electronic or written, shall be as binding as if given to the Contractor.

**3.9.3.** It is the Contractor's responsibility to appropriately staff, manage, supervise and direct the Work which is inclusive of the performance, acts, and actions of his personnel and subcontractors. As such, the Contractor further agrees to indemnify and hold harmless the Owner and the Architect/Engineer, and to protect and defend both from and against all claims, attorneys' fees, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of or against the Owner, Architect/Engineer, Contractor, their agents, employees, or any third parties on account of the performance, behavior, acts or actions of the Contractor's personnel or subcontractors.

**3.9.4.** Prior to the commencement of any work, the Contractor shall prepare and submit a personnel listing and organizational chart in a format acceptable to the Owner which lists by name, phone number (including cell phone), job category, and responsibility the Contractor's key/primary personnel who will work on the Project. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any

proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner at the time of the pre-construction conference.

**3.9.5.** The Contractor shall immediately remove for the duration of the Project, any person making an inappropriate racial, sexual, or ethnic comment, statement, joke, or gesture toward any other individual.

**3.9.6.** The Contractor shall immediately remove for the duration of the Project, any person who is incompetent, careless, disruptive, or not working in harmony with others.

### **3.10. CONSTRUCTION SCHEDULES**

**3.10.1.** The Contractor shall, promptly after being awarded the Contract, prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and per the requirements of the Contract Documents, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor's schedule shall be in the "Critical Path Method" and shall show the Critical Path of the Work in sufficient detail to evaluate the Contractor's progress. A request for time extension by the Contractor will not be allowed unless a change in the Work is approved by the Owner and materially affects the Critical Path. It is the Contractor's responsibility to demonstrate that any time extensions requests materially affect the Critical Path.

**3.10.2.** The Contractor shall prepare and keep current, for the Architect/Engineer's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Architect/Engineer reasonable time to review submittals.

**3.10.3.** The Contractor shall perform the Work in accordance with the most recent schedule submitted to the Owner and Architect/Engineer.

**3.10.4.** The Contractor's operations (including but not limited to the Contractor's forces employed, sequences of operations, and methods of operation) at all times during the performance of the contract shall be: (a) subject to the review of the Owner or the Architect/Engineer; and, (b) sufficient to insure the completion of the Work within the specified performance period.

**3.10.5.** The Critical Path Method Construction Schedule prepared by the Contractor must be in a form that is acceptable to both the Architect/Engineer and the Owner.

3.10.5.1. The Schedule shall show the estimated progress of the entire Project through the individual time periods allowed for completion of each discipline, trade, phase, section, and aspect of the Work. The Contractor shall provide written reports of all logic and resource loading data with the Schedule and with all updates to the Schedule.

3.10.5.2. The Schedule shall show percent complete, progress to date, project work, and projected time to complete the work for all activities. The percent complete and minor schedule changes, including additions of activities, change orders, construction change directives, changes to sequences of activities and significant changes in activity demands must be shown by a revised Schedule. A written report providing details about the changes and what actions are anticipated to get the work completed in the contractual time period shall be submitted with the revised schedule.

3.10.5.3. The Construction Schedule shall include coordinate dates for performance of all divisions of the Work, including shipping and delivery, off-site requirements and tasks, so the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Acceptance.

3.10.5.4. The Construction Schedule shall include: (i) the required commencement date, the required dates of Substantial Completion(s) and Final Acceptance for the complete Project and all phases (if any); (ii) any guideline and milestone dates required by the Owner or the Contract Documents; (iii) subcontractor and supplier schedules; (iv) a submittal schedule which allows sufficient time for review and action by the Architect/Engineer; (v) the complete sequence of all construction activities with start and completion dates; and, (vi) required decision dates.

3.10.5.5. By receiving, reviewing, and/or commenting on the Construction Schedule or any portion thereof (including logic and resource loading), neither the Owner or Architect/Engineer assume any of the Contractor's responsibility or liability that the Schedule be coordinated or complete, or for timely and orderly completion of the Work.

3.10.5.6. Receiving, reviewing, and/or commenting on the Schedule, any portion thereof, or any revision thereof, does not constitute an approval, acknowledgement, or acceptance of any duration, dates, milestones, or performance indicated therein.

3.10.5.7. A printout of the Schedule's logic showing all activities and all resource loading is required with the Schedule and with all updates to the Schedule.

**3.10.6.** The Contractor shall review and compare, at a minimum on a weekly basis, the actual status of the Work against its Construction Schedule.

**3.10.7.** The Contractor shall routinely, frequently, and periodically (but not less than monthly) update and/or revise its Construction Schedule to show actual progress of the Work through the date of the update or revision, projected level of completion of each remaining activity, activities modified since the previous update or revision, and major changes in scope or logic. The updated/revised Schedule shall be accompanied by a narrative report which: (1) states and explains any modifications of the critical path, if any, including any changes in logic; (2) defines problem areas and lists areas of anticipated delays; (3) explains the anticipated impact the change in the critical path or problems and delays will have on the entire Schedule and the completion of the Work; (4) provides corrective action taken or proposed; and, (5) states how problems or delays will be resolved in order to deliver the Work by the required phasing milestones (if any), Substantial Completion(s), and Final Acceptance dates.

**3.10.8.** Delay in Performance: If at any time the Contractor anticipates that performance of the Work will be delayed or has been delayed, the Contractor shall: (1) immediately notify the Architect/Engineer by separate and distinct correspondence of the probably cause and effect of the delay, and possible alternatives to minimize the delay; and, (2) take all corrective action reasonably necessary to deliver the Work by the required dates. Nothing in this paragraph or the Contract Documents shall be construed by the Contractor as a granting by the Architect/Engineer or Owner of constructive acceleration. The results of failure to anticipate delays, or to timely notify the Owner and Architect/Engineer of an anticipated or real delay, are entirely the responsibility of the Contractor whether compensable or not.

**3.10.9.** Early Completion: The Contractor may attempt to achieve Substantial Completion(s) on or before the date(s) required in the Contract. However, such early completion shall be for the Contractor's sole convenience and shall not create any real or implied additional rights to Contractor or impose any additional obligations on the Owner or Architect/Engineer. The Owner will not be liable for nor pay any additional compensation of any kind to the Contractor for achieving Substantial Completion(s) or Final Acceptance prior to the required dates as set forth in the Contract. The Owner will not be liable for nor pay any additional compensation of any kind should there be any cause whatsoever that the Contractor is not able to achieve Substantial Completion(s) earlier than the contractually required dates of Substantial Completion(s) or Final Acceptance.

**3.10.10.** Float in Schedule. Any and all float time in the Contractor's schedule, regardless of the path or activity, shall accrue to the benefit of the Owner and the Work, and not to the Contractor. Float also includes any difference shown between any early completion dates shown on the Contractor's Schedule for any phasing milestone(s), Substantial Completion(s) or Final Acceptance and the dates or durations as required by the Contract Documents.

**3.10.11.** Modification of Required Substantial Completion(s) or Final Acceptance Dates: Modification of the required dates shall be accomplished only by duly authorized, accepted, and approved change orders stating the new date(s) with specificity on the change order form. All rights, duties, and obligations, including but not limited to the Contractor's liability for actual, delay, and/or liquidated damages, shall be determined in relation to the date(s) as modified.

### **3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE**

**3.11.1.** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and accurately marked to record current field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer or Owner at any time and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.

**3.11.2.** The Owner shall not be required to process final payment until all documentation and data required by the Contract Documents is submitted to and approved by the Architect/Engineer including, but not limited to, the As-Built Drawings. The Owner will not process any final request for payment until the Architect/Engineer has received and verified that the Contractor has performed the requirements pertaining to the as-built drawings.

**3.11.3.** The as-built drawings shall be neatly and clearly marked during construction to record all deviations, variations, changes, and alterations as they occur during construction along with such supplementary notes and details necessary to clearly and accurately represent the as-built condition. The as-built drawings shall be available at all times to the Owner, Architect/Engineer and Architect/Engineer's consultants.

### **3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

#### **3.12.1. Definitions:**

3.12.1.1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.1.2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.1.3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**3.12.2.** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

**3.12.3.** The Contractor shall review, approve, and submit to the Architect/Engineer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents within sixty (60) calendar days of being issued the Notice To Proceed unless noted otherwise and shall do so in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Any and all items submitted by the Contractor which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor, or in the opinion of the Architect/Engineer, have not been reviewed for compliance by the Contractor even if marked as such, may be returned by the Architect/Engineer without action and shall not result in any accusation or claim for delay or cost by the Contractor. Any submittal that, in the opinion of the Architect/Engineer, is incomplete in any area or detail may be rejected and returned to the Contractor. It is the responsibility of and incumbent upon the Contractor to ensure and confirm that all submittals are complete, accurate, and in conformance to the Contract Documents prior to submission.

**3.12.4.** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents and guarantees to the Architect/Engineer and Owner that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.5.** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective



submittal has been approved by the Architect/Engineer. Should the Contractor, Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

**3.12.6.** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and: (1) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work; or, (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's approval thereof.

**3.12.7.** The Contractor shall direct specific attention, in writing or on re-submitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect/Engineer on previous submittals. In the absence of such written notice the Architect/Engineer's approval of a re-submission shall not apply to such revisions.

**3.12.8.** The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect/Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect/Engineer. The Owner and the Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect/Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this subparagraph, the Architect/Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents but shall be responsible and held liable for review and verification of all performance or design criteria as required by Paragraph 3.2.

**3.12.9.** Unless noted otherwise in the Contract Documents, the Contractor shall submit to the Architect/Engineer within sixty (60) days from the date of the Notice To Proceed a minimum of six (6) complete copies of all shop/setting drawings, schedules, cut sheets, products, product data, and samples required for the complete Work. Copies shall be reviewed, marked, stamped and approved on each and every copy by the Contractor prior to submission to the Architect/Engineer or they shall be returned without review or action. The Architect/Engineer shall review with reasonable promptness, making corrections, rejections, or other actions as appropriate. The Architect/Engineer's approval or actions on shop/setting drawings, schedules, cut sheets, products, product data, or samples shall not relieve the Contractor from responsibility for, nor deviating from, the requirements of the plans and specifications. Any deviations from the plans and specifications requested or made by the Contractor shall be brought promptly to the attention of the Architect/Engineer.

**3.12.10.** Cost for Re-Submissions: the Contractor is responsible for ensuring that all shop drawings, product data, samples, and submittals contain all information required by the Contract Documents to allow the Architect/Engineer to take action. The Contractor shall pay the Architect/Engineer's cost for any re-submission of any rejected item. Such costs shall be deducted from the contract sum by Change Order. The Contractor agrees that any action taken by the Architect/Engineer is solely in the Architect/Engineer's discretion and is non-negotiable for the purposes of the Architect/Engineer's cost recovery for multiple (i.e. more than one) review.

### **3.13. USE OF SITE**

**3.13.1.** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**3.13.2.** The Contractor shall not damage, endanger, compromise or destroy any part of the Project or the site, including but not limited to work performed by others, monuments, stakes, bench marks, survey points, utilities, existing features or structures. The Contractor shall be fully and exclusively responsible for and bare all costs and delays (including and costs of delay) for any damage, endangerment, compromise, or destruction of any part of the Project or site.

### **3.14. CUTTING AND PATCHING**

**3.14.1.** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**3.14.2.** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15. CLEAN UP AND SITE CONTROL**

**3.15.1.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract during performance of the Work and at the direction of the Owner or Architect/Engineer. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**3.15.2.** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16. ACCESS TO WORK**

**3.16.1.** The Contractor shall provide the Owner and Architect/Engineer access to the Work at all times wherever located.

### **3.17. ROYALTIES, PATENTS AND COPYRIGHTS**

**3.17.1.** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect/Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect/Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect/Engineer.

### **3.18. INDEMNIFICATION**

**3.18.1.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, 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 reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and the Owner against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys' fees), and losses from any cause whatever (including patent, trademark and copyright infringement) except the Owner's sole

or partial negligence. This includes any suits, claims, actions, losses, costs, damages of any kind, including the State and Owner's legal expenses, arising out of, in connection with, or incidental to the Contract, but does not include any such suits, claims, actions, losses, costs or damages which are the result of the negligent acts, actions, losses, costs, or damages which are acts, omissions or misconduct of the Owner if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of the Contractor in whole or in part.

**3.18.2.** In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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

##### **4.1. THE ARCHITECT/ENGINEER**

**4.1.1.** The Architect/Engineer is the person lawfully licensed to practice or an entity lawfully practicing identified as such in the Agreement with the Owner and is referred to throughout the Contract Documents as if singular in number. The term "Architect/Engineer" means the Architect/Engineer's duly authorized representative.

**4.1.2.** Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner.

**4.1.3.** If the employment of the Architect/Engineer is terminated, the Owner shall employ a new Architect/Engineer at the sole choice and discretion of the Owner, whose status under the Contract Documents shall be that of the former Architect/Engineer.

##### **4.2. ARCHITECT/ENGINEER'S ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**4.2.1.** The Architect/Engineer will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative throughout the complete duration of the Project, including the warranty period. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with the Architect/Engineer Contract.

**4.2.2.** The Architect/Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations to: (1) become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (2) endeavor to guard the Owner against defects and deficiencies in the Work; and, (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner and Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's Work. The Owner and Architect/Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, for the safety of any person involved in the work, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**4.2.3.** The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**4.2.4.** Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect/Engineer about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor to the Architect/Engineer. Communications by and with separate contractors shall be through the Owner to the Architect/Engineer.

**4.2.5.** Based on the Architect/Engineer's evaluations of the Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Contractor is fully aware that the Owner (i.e. the State of Montana) has established a billing cycle for processing payments in Article 9 of these General Conditions. The Contractor and all Subcontractors are subject to all provisions of Title 28, Chapter 2, Part 21 MCA regarding all aspects of the Work.

**4.2.6.** The Architect/Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer will have authority to require inspection or testing of the Work in accordance with the General Conditions and any applicable technical specification requirements, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect/Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**4.2.7.** The Architect/Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8.** The Architect/Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

**4.2.9.** The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion(s) and the date of Final Acceptance, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**4.2.10.** If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more project representatives to assist in carrying out the Architect/Engineer's responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the Owner's Agreement with the Architect/Engineer.

**4.2.11.** The Architect/Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect/Engineer shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect/Engineer to furnish such interpretations until 15 days after written request is made for them.

**4.2.12.** Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect/Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will render such interpretations and decisions in good faith.

**4.2.13.** The Architect/Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**4.2.14.** The Architect/Engineer's or Owner's observations or inspections do not alleviate any responsibility on the part of the Contractor. The Architect/Engineer and the Owner reserves the right to observe and inspection the work and make comment. Action or lack of action following observation or inspection is not to be construed as approval of Contractor's performance.

### **4.3. CLAIMS AND DISPUTES**

**4.3.1.** Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extensions of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes, controversies, and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest solely with the party making the Claim.

4.3.1.1. Time Limits on Claims. Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such claim. The following shall apply to the initiation of a claim:

4.3.1.1.1. A written notice of a claim must be provided to the Architect/Engineer and the other party within 21 calendar days after the occurrence of the event or the claim is waived by the claiming party and void in its entirety.

4.3.1.1.2. Claims must be initiated by separate, clear, and distinct written notice within the 21 calendar day time frame to the Architect/Engineer and the other party and must contain the notarized statement in Sub-Paragraph 4.3.1.5 when the claim is made by the Contractor. Discussions in any form with the Architect/Engineer or Owner, whether at the site or not, do not constitute initiation of a claim. Notes in project meeting minutes, email correspondence, change order proposals, or any other form of documentation does not constitute initiation of a claim. The written notice must be a separate and distinct correspondence provided in hardcopy to both the Architect/Engineer and Owner and must delineate the specific event and outline the causes and reasons for the claim whether or not cost or time have been fully determined. Written remarks or notes of a generic nature are invalid in their entirety. Comments made at progress meetings, project site visits, inspections, emails, voice mails, and other such communications do not meet the requirement of providing notice of claim.

4.3.1.1.3. Physical Injury or Physical Damage. Should the Owner or Contractor suffer physical injury or physical damage to person or property because of any error, omission, or act of the other party or others for whose acts the other party is legally and contractually liable, claim will be made in writing to the other party within a reasonable time of the first observance of such physical injury or physical damage but in no case beyond 30 calendar days of the first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose. In all such cases, the indemnification provisions of the Contract shall be effectual and the Contractor's insurance shall be primary and in full effect.

4.3.1.2. All Claims must contain sufficient justification and substantiation with the written notice or they may be rejected without consideration by the Architect/Engineer or other party with no additional impact or consequence to the Contract Sum, Contract Time, or matter(s) in question in the Claim.

4.3.1.3. If additional compensation is claimed, the exact amount claimed and a breakdown of that amount into the following categories shall be provided with each and every claim:

4.3.1.3.1. Direct costs (as listed in Subparagraph 7.3.9.1 through 7.3.9.5);

4.3.1.3.2. Indirect costs (as defined in Paragraph 7.2.5); and,

4.3.1.3.3. Consequential items (i.e. time extensions, credits, logic, reasonableness, impacts, disruptions, dilution) for the change.

4.3.1.4. If additional time is claimed the following shall be provided with each and every claim:

- 4.3.1.4.1. The specific number of days and specific dates for which the additional time is sought;
- 4.3.1.4.2. The specific reasons, causes, and/or effects whereby the Contractor believes that additional time should be granted; and,
- 4.3.1.4.3. The Contractor shall provide analyses, documentation, and justification of its claim for additional time in accordance with the latest Critical Path Method schedule in use at the time of event giving rise to the claim.

4.3.1.5. With each and every claim, the Contractor shall submit to the Architect/Engineer and Owner a notarized statement containing the following language:

“Under penalty of law (including perjury and/or false/fraudulent claims against the State), the undersigned,

\_\_\_\_\_  
 (Name) (Title)

Of \_\_\_\_\_  
 (Company) (Date)

hereby certifies, warrants, and guarantees that this claim made for Work on this Contract is a true statement of the costs, adjustments and/or time sought and is fully documented and supported under the contract between the parties.

\_\_\_\_\_  
 (Signature) (Date)”

**4.3.2. Continuing Contract Performance.**

Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents on the portion of the Work not involved in a Claim.

**4.3.3. Claims for Cost or Time for Concealed or Unknown Conditions.**

If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or, (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed.

4.3.3.1. The Architect/Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the date of the Architect/Engineer's decision.

4.3.3.2. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect/Engineer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.3.3. Nothing in this paragraph shall relieve the Contractor of its obligation to adequately and sufficiently investigate, research, and examine the site, the site survey, topographical information, and the

geotechnical information available whether included by reference or fully incorporated in the Contract Documents.

#### **4.3.4. Claims for Additional Cost.**

4.3.4.1. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

4.3.4.2. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Architect/Engineer; (2) an order by the Owner to stop the Work solely for the Owner's convenience or where the Contractor was not at least partially at fault; (3) a written order for a minor change in the Work issued by the Architect/Engineer; (4) failure of payment by the Owner per the terms of the Contract; (5) termination of the Contract by the Owner; or, (6) other reasonable grounds, Claim must be filed in accordance with this Paragraph 4.3.

#### **4.3.5. Claims for Additional Time**

4.3.5.1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as specified in these General Conditions shall be provided along with the notarized certification. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay for the same event or cause only one Claim is necessary. However, separate and distinct written notice is required for each separate event.

##### **4.3.5.2. Weather Delays:**

4.3.5.2.1. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction activities.

4.3.5.2.2. Inclement or adverse weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The Owner may grant an extension of time if an unavoidable delay occurs as a result of inclement/severe/adverse weather and such shall then be classified as a "Delay Day". Any and all delay days granted by the Owner are and shall be non-compensable in any manner or form. The Contractor shall comply with the notice requirements concerning instances of inclement/severe/adverse weather before the Owner will consider a time extension. Each day of inclement/severe/adverse weather shall be considered a separate instance or event and as such, shall be subject to the notice requirements.

4.3.5.2.3. An "inclement", "severe", or "adverse" weather delay day is defined as a day on which the Contractor is prevented by weather or conditions caused by weather resulting immediately there from, which directly impact the current controlling critical-path operation or operations, and which prevent the Contractor from proceeding with at least 75% of the normal labor and equipment force engaged on such critical path operation or operations for at least 60% of the total daily time being currently spent on the controlling operation or operations.

4.3.5.2.4. The Contractor shall consider normal/typical/seasonal weather days and conditions caused by normal/typical/seasonal weather days for the location of the Work in the planning and scheduling of the Work to ensure completion within the Contract Time. No time extensions will be granted for the Contractor's failure to consider and account for such weather days and conditions caused by such weather for the Contract Time in which the Work is to be accomplished.

4.3.5.2.5. A "normal", "typical", or "seasonal" weather day shall be defined as weather that can be reasonably anticipated to occur at the location of the Work for each particular month involved in the Contract Time. Each month involved shall not be considered individually as it relates to claims for additional time due to inclement/adverse/severe weather but shall consider the entire Contract Time as it compares to normal/typical/seasonal weather that is reasonably anticipated to occur. Normal/typical/seasonal weather days shall be based upon U.S. National Weather Service climatic data for the location of the Work or the nearest location where such data is available.

4.3.5.2.6. The Contractor is solely responsible to document, prepare and present all data and justification for claiming a weather delay day. Any and all claims for weather delay days shall be tied directly to the current critical-path operation or operations on the day of the instance or event which shall be delineated and described on the Critical-Path Schedule and shall be provided with any and all claims. The Contractor is solely responsible to indicate and document why the weather delay day(s) claimed are beyond those weather days which are reasonably anticipated to occur for the Contract Time. Incomplete or inaccurate claims, as determined by the Architect/Engineer or Owner, may be returned without consideration or comment.

4.3.5.3. Where the Contractor is prevented from completing any part of the Work with specified durations or phases due to delay beyond the control of both the Owner and the Contractor, an extension of the contract time or phase duration in an equal amount to the time lost due to such delay shall be the Contractor's sole and exclusive remedy for such delay.

4.3.5.4. Delays attributable to and/or within the control of subcontractors and suppliers are deemed to be within the control of the Contractor.

4.3.5.5. In no event shall the Owner be liable to the Contractor, any subcontractor, any supplier, Contractor's surety, or any other person or organization, for damages or costs arising out of or resulting from: (1) delays caused by or within the control of the Contractor which include but are not limited to labor issues or labor strikes on the Project, federal, state, or local jurisdiction enforcement actions related directly to the Contractor's Work (e.g. safety or code violations, etc.); or, (2) delays beyond the control of both parties including but not limited to fires, floods, earthquakes, abnormal weather conditions, acts of God, nationwide material shortages, actions or inaction by utility owners, emergency declarations by federal, state, or local officials enacted in the immediate vicinity of the project, or other contractors performing work for the Owner.

#### **4.3.6. Claims for Consequential Damages**

4.3.6.1. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

4.3.6.1.1. damages incurred by the Owner for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and,

4.3.6.1.2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, income, and for loss of profit.

4.3.6.2. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this waiver of consequential damages shall be deemed to preclude an award of liquidated or actual damages, when applicable, in accordance with the requirements of the Contract Documents.

#### **4.4. RESOLUTION OF CLAIMS, DISPUTES, AND CONTROVERSIES**

**4.4.1.** Decision of Architect/Engineer. Claims, including those alleging an error or omission by the Architect/Engineer, shall be referred initially to the Architect/Engineer for decision. A decision by the Architect/Engineer shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date of Final Acceptance, unless 30 days have passed after the Claim has been referred to the Architect/Engineer with no decision having been rendered by the Architect/Engineer. The Architect/Engineer will not decide disputes between the Contractor and persons or entities other than the Owner. Any Claim arising out of or related to the Contract, except those already waived in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5 shall, pending compliance with Subparagraph 4.4.5, be subject to mediation, arbitration, or the institution of legal or equitable proceedings. Claims waived in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4, and 9.10.5 are deemed settled, resolved, and completed.

**4.4.2.** The Architect/Engineer will review Claims and within ten (10) days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with



supporting data from the other party; (2) reject the Claim in whole or in part; (3) approve the Claim; (4) suggest a compromise; or (5) advise the parties that the Architect/Engineer is unable to resolve the Claim if the Architect/Engineer lacks sufficient information to evaluate the merits of the Claim or if the Architect/Engineer concludes that, in the Architect/Engineer's sole discretion, it would be inappropriate for the Architect/Engineer to resolve the Claim.

**4.4.3.** If the Architect/Engineer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten (10) days after receipt of such request and shall either provide a response on the requested supporting data, advise the Architect/Engineer when the response or supporting data will be furnished, or advise the Architect/Engineer that no supporting data will be furnished. Upon either no response or receipt of the response or supporting data, the Architect/Engineer will either reject or approve the Claim in whole or in part.

**4.4.4.** The Architect/Engineer will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect/Engineer shall be final and binding on the parties but subject to mediation and arbitration.

**4.4.5.** When 30 days have passed upon submission of a Claim without decision or action by the Architect/Engineer, or the Architect/Engineer has rendered a decision or taken any of the actions identified in Subparagraph 4.4.2, a demand for arbitration of a Claim covered by such decision or action must be made within 30 days after the date of expiration of Subparagraph 4.4.1 or within 30 days of the Architect/Engineer's decision or action. Failure to demand arbitration within said 30 day period shall result in the Architect/Engineer's decision becoming final and binding upon the Owner and Contractor whenever such decision is rendered.

**4.4.6.** If the Architect/Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

**4.4.7.** Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect/Engineer or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect/Engineer or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**4.4.8.** A Claim subject to or related to liens or bonds shall be governed by applicable law regarding notices, filing deadlines, and resolution of such Claim prior to any resolution of such Claim by the Architect/Engineer, by mediation, or by arbitration, except for claims made by the Owner against the Contractor's bonds.

#### **4.5. MEDIATION**

**4.5.1.** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5 shall, after initial decision by the Architect/Engineer or 30 days after submission of the Claim to the Architect/Engineer, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

**4.5.2.** 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 and/or those rules specified in the contract documents or separately agreed upon between the parties. Construction Industry Mediation Rule M-2 (filing with AAA) is void. The parties shall mutually agree upon a mediator who shall then take the place of AAA in the Construction Industry Mediation Rules. The parties must mutually agree to use AAA and no filing of a request for mediation shall be made to AAA by either party until such mutual agreement has been made. Request for mediation shall be filed in writing with the other party to the Contract and with 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.

**4.5.3.** 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.

#### **4.6. ARBITRATION**

**4.6.1.** Any controversy or Claim arising out of or related to this Contract or the breach thereof shall be settled by arbitration in accordance with the Montana Uniform Arbitration Act (MUAA). To the extent it does not conflict with the MUAA, the Construction Industry Arbitration Rules of the American Arbitration Association shall apply except as modified herein. The parties to the arbitration shall bear their own costs and expenses for participating in the arbitration. Costs of the Arbitration panel shall be borne equally between the parties except those costs awarded by the Arbitration panel (including costs for the arbitration itself).

**4.6.2.** Prior to the arbitration hearing all parties to the arbitration may conduct discovery subject to the provisions of Montana Rules of Civil Procedure. The arbitration panel may award actual damages incurred if a party fails to provide full disclosure under any discovery request. If a party claims a right of information privilege protected by law, the party must submit that claim to the arbitration panel for a ruling, before failing to provide information requested under discovery or the arbitration panel may award actual damages.

**4.6.3.** The venue for all arbitration proceedings required by this Contract shall be the seat of the county in which the work occurs or the First Judicial District, Lewis & Clark County, as determined solely by the Owner. Arbitration shall be conducted by a panel comprised of three members with one selected by the Contractor, one selected by the Owner, and one selected by mutual agreement of the Owner and the Contractor.

**4.6.4.** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5, shall, after decision or action by the Architect/Engineer or 30 days after submission of the Claim to the Architect/Engineer, be subject to arbitration provided a demand for arbitration is made within the time frame provided in Subparagraph 4.4.5. If such demand is not made with the specified time frame, the Architect/Engineer's decision or action is final. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

**4.6.5.** 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 and/or those rules specified in the Contract Documents or separately agreed upon between the parties. Construction Industry Arbitration Rule R-3 (filing with AAA) is void. The parties shall mutually agree upon an arbitrator or arbitrators who shall then take the place of AAA in the Construction Industry Arbitration Rules. The parties must mutually agree to use AAA and no filing of a demand for arbitration shall be made to AAA by either party until such mutual agreement has been made. The demand for arbitration shall be filed in writing with the other party to the Contract and a copy shall be filed with the Architect/Engineer.

**4.6.6.** A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.5 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 as determined pursuant to Paragraph 13.7.

**4.6.7.** Pending final resolution of a Claim including arbitration, unless otherwise mutually agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract on Work or amounts not in dispute.

**4.6.8. Limitation on Consolidation or Joinder.** Arbitration arising out of or relating to the Contract may include by consolidation or joinder the Architect/Engineer, the Architect/Engineer's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect/Engineer, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Architect/Engineer, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Architect/Engineer, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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

**4.6.10. 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. The parties agree that the costs of the arbitrator(s)' compensation and expenses shall be borne equally. The parties further agree that the arbitrator(s) shall have authority to award to either party some or all of the costs and expenses involved, including attorney's fees.

## **5. ARTICLE 5 – SUBCONTRACTORS**

### **5.1. DEFINITIONS**

**5.1.1.** A Subcontractor is a person or entity who has a direct or indirect contract at any tier or level with the Contractor or any Subcontractor to the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

### **5.2. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1.** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract and in no instance later than (30) days after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.

**5.2.2.** The Contractor shall not contract with a proposed person or entity to which the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**5.2.3.** If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**5.2.4.** The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitute. The Contractor shall not change or substitute for a Subcontractor who was required to be listed on the bid without first getting the approval of the Owner.

### **5.3. SUBCONTRACTUAL RELATIONS**

**5.3.1.** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the

Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**5.3.2.** Upon written request by the Owner, the Contractor shall require its subcontractors to provide to it performance and payment securities for their portion of the Work in the types and form defined in statute (18-2-201 and 18-2-203 MCA) for all sub-contractual agreements.

**5.3.3.** The Contractor shall prepare a Subcontractors' and Suppliers' chart in CSI division format acceptable to the Owner which lists by name, all contact information, job category, and responsibility the Contractor's Subcontractors (at all tiers or levels) and Suppliers with a pecuniary interest in the Project of greater than \$5,000.00. The Contractor shall not enter into any agreement with any subcontractor or supplier to which the Owner raises a timely objection. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner at the time of the pre-construction conference but no less than 30 days after award of the Contract.

**5.3.4.** All Contractors and Subcontractors to this contract must comply with all Montana Department of Labor and Industry requirements, regulations, rules, and statutes.

**5.3.5.** In accordance with 39-51-1104 MCA, any Contractor who is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, who contracts with any Subcontractor who also is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, shall withhold sufficient money on the contract to guarantee that all taxes, penalties, and interest are paid upon completion of the contract.

5.3.5.1. It is the duty of any Subcontractor who is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, to furnish the Contractor with a certification issued by the Montana Department of Labor and Industry, prior to final payment stating that said Subcontractor is current and in full compliance with the provisions of Montana Department of Labor and Industry.

5.3.5.2. Failure to comply shall render the Contractor directly liable for all taxes, penalties, and interest due from the Subcontractor, and the Montana Department of Labor and Industry has all of the remedies of collection against the Contractor under the provisions of Title 39, Chapter 51 of Montana Code Annotated, as though the services in question were performed directly for the Contractor.

**5.3.6.** In compliance with state statutes, the Contractor will have the 1% Gross Receipts Tax withheld from all payments. Each "Public Contractor" includes all Subcontractors with contracts greater than \$5,000 each. The Contractor and all Subcontractors will withhold said 1% from payments made to all Subcontractors with contracts greater than \$5,000.00 and make it payable to the Montana Department of Revenue. The Contractor and all Subcontractors shall also submit documentation of all contracts greater than \$5,000.00 to the Montana Department of Revenue on the Department's prescribed form.

**5.3.7.** Construction Contractor Registration: All Subcontractors at any tier or level are required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. Subcontractors shall demonstrate to the Contractor that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work.

#### **5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.4.1.** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1.1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and,

5.4.1.2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**5.4.2.** Upon such assignment, if the Work has been suspended for more than 30 days as a result of the Contractor's default, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such adjustment shall be at the expense of the Contractor.

**5.4.3.** The Contractor shall engage each of its subcontractors and suppliers with written contracts that preserve and protect the rights of the Owner and include the acknowledgement and agreement of each subcontractor and supplier that the Owner is a third-party beneficiary of their sub-contractual and supplier agreements. The Contractor's agreements shall require that in the event of default by the Contractor or termination of the Contractor, and upon request of the Owner, the Contractor's subcontractors and suppliers will perform services for the Owner.

**5.4.4.** Construction Contractor Registration: All Subcontractors at any tier or level are required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. Subcontractors shall demonstrate to the Contractor that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work.

## **6. ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1. OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**6.1.1.** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

**6.1.2.** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.1.3.** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**6.1.4.** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **6.2. MUTUAL RESPONSIBILITY**

**6.2.1.** The Contractor shall afford the Owner and separate contractors reasonable opportunity' for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2.** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**6.2.3.** The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

**6.2.4.** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 12.2.

**6.2.5.** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

### **6.3. OWNER'S RIGHT TO CLEAN UP**

**6.3.1.** If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect/Engineer will determine the responsibility of those involved and allocate the cost accordingly.

## **7. ARTICLE 7 – CHANGES IN THE WORK**

### **7.1. GENERAL**

**7.1.1.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Minor changes as ordered by the Architect/Engineer has the definition provided in Paragraph 7.4

**7.1.2.** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer; a Construction Change Directive requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone.

**7.1.3.** Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

**7.1.4.** No act, omission, or course of dealing, shall alter the requirement that Change Orders or Construction Change Directives shall be in writing and signed by the Owner, and that Change Orders and Construction Change Directives are the exclusive method for effecting any adjustment to the Contract. The Contractor understands and agrees that neither the Contract Sum nor the Contract Time can be changed by implication, oral agreement, verbal directive, or unsigned Change Order.

### **7.2. CHANGE ORDERS**

**7.2.1.** A Change Order is a written instrument prepared by the Architect/Engineer and signed by the Owner, Contractor and Architect/Engineer, stating their agreement upon all of the following:

- 7.2.1.1. change in the Work;
- 7.2.1.2. the amount of the adjustment, if any, in the Contract Sum; and,
- 7.2.1.3. the extent of the adjustment, if any, in the Contract Time.

**7.2.2.** The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

- 7.2.2.1. Per the limitations of this Subparagraph, plus a 5% allowance for overhead and a 10% allowance for profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Architect/Engineer (not the Contractor) per Subparagraph 7.3.9 for each Change Order or Construction Change Directive; or,

7.2.2.2. By one of the methods in Subparagraph 7.3.4, or as determined by the Architect/Engineer per Subparagraph 7.3.9, plus a 5% allowance for overhead and a 10% allowance for profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Architect/Engineer (not the Contractor) per Subparagraph 7.3.9 for each Change Order or Construction Change Directive.

7.2.2.3. The Contractor's proposed increase or decrease in cost shall be limited to costs listed in Subparagraph 7.3.9.1 through 7.3.9.5.

**7.2.3.** The Contractor shall not submit any Change Order, response to requested cost proposals, or requested changes which are incomplete and do not contain full breakdown and supporting documentation in the following three areas:

7.2.3.1. Direct costs (only those listed in Subparagraph 7.3.9.1 through 7.3.9.5 are allowable);

7.2.3.2. Indirect costs (limited as a percentage on each Change Order per Supplementary General Conditions, Paragraph 7.2.2); and

7.2.3.3. Consequential items (e.g. time extensions, credits, logic, reasonableness, impacts, disruptions, dilution).

**7.2.4.** Any Change Order, responses to requested proposals, or requested changes submitted by the Contractor which, in the opinion of the Architect/Engineer, are incomplete, may be rejected and returned to the Contractor without comment. It is the responsibility of and incumbent upon the Contractor to ensure and confirm that all Change Orders, responses to requested proposals, or requested changes are complete prior to submission.

**7.2.5.** Overhead, applicable to all areas and sections of the Contract Documents, means "Indirect Costs" as referenced in Subparagraph 7.2.3.2. Indirect costs are inclusive of, but not limited to, the following: home office overhead; off-site supervision; home office project management; change order and/or proposal preparation, design, research, negotiation and associated travel; effects of disruption and dilution of management and supervision off-site; time delays; coordination of trades; postage and shipping; and, effective increase in guarantee and warranty durations. Indirect costs applicable to any and all changes in the work, either through Change Order or Construction Change Directive, are limited to the percentage allowance for overhead in Subparagraph 7.2.2.

**7.2.6.** By signature on any Change Order, the Contractor certifies that the signed Change Order is complete and includes all direct costs, indirect costs and consequential items (including additional time, if any) and is free and clear of all claims or disputes (including, but not limited to, claims for additional costs, additional time, disruptions, and/or impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning the signed change order and on all previously contracted Work and does release the Owner from such claims or demands.

**7.2.7.** Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes which affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time, shall not result in an increase in the Contract Time.

**7.2.8.** Supervision means on-site, field supervision and not home office overhead, off-site management or off-site supervision.

**7.2.9.** Labor means those persons engaged in construction occupations as defined in Montana Prevailing Wage Rates for Building Construction or Heavy/Highway as bound in the Contract Documents and does not include design, engineering, superintendence, management, on-site field supervision, home office or other off-site management, off-site supervision, office or clerical work.

### **7.3. CONSTRUCTION CHANGE DIRECTIVES**

**7.3.1.** A Construction Change Directive is a written order prepared by the Architect/Engineer directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The

Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**7.3.2.** Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Construction Change Directive, shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time shall not result in an increase in the Contract Time.

**7.3.3.** A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.

**7.3.4.** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

7.3.4.1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

7.3.4.2. unit prices stated in the Contract Documents or subsequently agreed upon;

7.3.4.3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;

7.3.4.4. By actual cost as shown by the Contractor's and Subcontractor's itemized invoices; or

7.3.4.5. as provided in Subparagraph 7.3.9.

**7.3.5.** Costs shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits under collective bargaining agreements; workers' compensation insurance; bond premiums; and rental value of power tools and equipment.

**7.3.6.** Overhead and profit allowances shall be limited on all Construction Change Directives to those identified in 7.2.2.

**7.3.7.** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**7.3.8.** A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**7.3.9.** If the Contractor does not respond or disagrees with the method for adjustment in the Contract Sum in writing within seven (7) calendar days, the method and the adjustment made shall be determined by the Architect/Engineer on the basis of reasonable expenditures and/or savings of those performing the Work directly attributable to the change including, in the case of an increase in the Contract Sum, plus an allowance for overhead and profit as listed under Subparagraph 7.2.2. In such case, and also under Clause 7.3.4.3, the Contractor shall keep and present, in such form as the Architect/Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.9 shall be limited to the following:

7.3.9.1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance as determined by the Prevailing Wage Schedules referenced in the Contract Documents;

7.3.9.2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

7.3.9.3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;



- 7.3.9.4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 7.3.9.5. additional costs of field supervision and field office personnel directly attributable to the change.

**7.3.10.** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect/Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.3.11.** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect/Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

**7.3.12.** When the Owner and Contractor agree with the determination made by the Architect/Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### **7.4. MINOR CHANGES IN THE WORK**

**7.4.1.** The Architect/Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

### **8. ARTICLE 8 – TIME**

#### **8.1. DEFINITIONS**

**8.1.1.** Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When any duration or time period is referred to in the Contract Documents by days, the first day shall be determined as the day following the current day of any event or notice starting a specified duration.

**8.1.2.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**8.1.3.** The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER.

**8.1.4.** The date the Contractor reaches Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.8.

**8.1.5.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**8.1.6.** Liquidated Damages. The Owner may suffer loss if the project is not substantially complete on the date set forth in the contract documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete: **SEE INSTRUCTIONS TO BIDDERS.**

**8.1.7.** The Contractor shall not be charged liquidated or actual damages when delay in completion of the Work is due to:

8.1.7.1. Any preference, priority or allocation order issued by the government;

8.1.7.2. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. All such occurrences resulting in delay must be documented and approved by Change Order.

8.1.7.3. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in 8.1.7.1 and 8.1.7.2 of this article.

8.1.7.4. The Contractor is completely obligated and responsible to provide written notice of each day of delay as provided for in Paragraph 4.3.

**8.1.8. Contract Time.** All work shall reach Substantial Completion by or within: **SEE INSTRUCTIONS TO BIDDERS.**

## **8.2. PROGRESS AND COMPLETION**

**8.2.1.** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**8.2.2.** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the date on the Notice to Proceed and in no case prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**8.2.3.** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**8.2.4.** If the Contractor falls behind the latest construction schedule by more than 14 calendar days through its own actions or inaction, neglect, inexperience, lack of oversight and management of the Work including that of any Subcontractors, written notice to the Owner and Architect/Engineer shall be provided within three (3) days with explanation of how the Contractor intends to get back on schedule. Response to getting back on schedule consists of providing a sufficient number of qualified workers and/or proper materials or an acceptably reorganized schedule to regain the lost time in a manner acceptable to the Owner.

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

**8.3.1.** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer may determine.

**8.3.2.** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

**8.3.3.** This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **9. PAYMENTS AND COMPLETION**

### **9.1. CONTRACT SUM**

**9.1.1.** The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **9.2. SCHEDULE OF VALUES**

**9.2.1.** Before the first Application for Payment, the Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

**9.3.1.** The Contractor shall submit to the Architect/Engineer an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be signed and supported by such data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

**9.3.2.** NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION. Per Title 28, Chapter 2, Part 21, this contract allows the Owner to change the number of days to approve a Contractor's payment request. This contract allows the Owner to approve the Contractor's payment request within thirty-five (35) calendar days after it is received by the Owner without being subject to the accrual of interest.

**9.3.3.** As provided in Subparagraph 7.3.11, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect/Engineer, but not yet included in Change Orders.

**9.3.4.** Applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

**9.3.5.** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**9.3.6.** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**9.3.7.** Until the work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments.

9.3.7.1. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work, for anticipated repairs, warranties or completion of the Work by the Contractor or through the letting of other contracts. The Contractor will not be entitled to additional costs, expenses, fees, time, and such like, in the event the Owner increases the amount held as retainage due to non-compliance and/or non-performance with all or any part, piece, or portion of the Contract Documents.

9.3.7.2. Prior to the first application for payment, the Contractor shall submit the following information on the appropriate forms:

9.3.7.2.1. Schedule of Amounts for Contract Payment (Form 100): This form shall contain a breakdown of the labor, material and other costs associated with the various portions of the work and

shall be the basis for the progress payments to the Contractor. The use of electronic method shall be in the Owner's format.

9.3.7.2.2. Project/Progress Schedule: If no Schedule (or revised Schedule) is provided with each and every Periodic Estimates for Partial Payment, the Architect/Engineer and/or Owner may return the pay request, or hold it, and may choose not pay for any portion of the Work until the appropriate Schedule, indicating all changes, revisions and updates, is provided. No claim for additional costs or interests will be made by the Contractor or any subcontractor on account of holding or non-payment of the Periodic Estimate for Partial Payment request.

#### 9.3.7.3. Progress Payments

9.3.7.3.1. Periodic Estimates for Partial Payment shall be on a form provided by the Owner (Form 101) and submitted to the Architect/Engineer for payment by the Owner. Payment shall be requested for the labor and material incorporated in the work to date and for materials suitably stored, less the aggregate of previous payments, the retainage, and the 1% gross receipts tax.

9.3.7.3.2. The Contractor, by submission of any partial pay request, certifies that every request for partial payment is correct, true and just in all respects and that payment or credit had not previously been received. The Contractor further warrants and certifies, by submission of any partial pay request, that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the Contractor, subcontractors, material suppliers or other persons or entities and does release the Owner from such.

9.3.7.3.3. Progress payments do not constitute official acceptance of any portion of the work or materials whether stored on or off-site.

9.3.7.3.4. In compliance with 15-50-206 MCA, the Contractor will have 1% of his gross receipts withheld by the Owner from all payments due. Each subcontractor who performs work greater than \$5,000 shall have 1% of its gross receipts withheld by the Contractor. The Contractor shall notify the Department of Revenue on the department's prescribed forms.

9.3.7.4. The Contractor may submit obligations/securities in a form specified in 18-1-301 Montana Code Annotated (MCA) to be held by a Financial Institution in lieu of retainage by the Owner. The Owner will establish the amount that would otherwise be held as retainage. Should the Contractor choose to submit obligations/securities in lieu of retainage, the Owner will require the Financial Institution to execute the Owner's "Account Agreement for Deposit of Obligations Other Than Retainage" (Form 120) prior to submission of any obligations/securities in accordance with 18-1-302 MCA. The Contractor must extend the opportunity to participate in all obligations/securities in lieu of retainage on a pro rata basis to all subcontractors involved in the project and shall be solely responsible for the management and administration of same. The Owner assumes no liability or responsibility from or to the Contractor or Subcontractors regarding the latter's participation.

9.3.7.5. The Contractor shall maintain a monthly billing cycle.

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

9.4.1. The Architect/Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due, or notify the Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1. For the purposes of this paragraph regarding certification of payment, electronic mail and/or notes provided through the use of an electronic approval system shall constitute written notice.

9.4.2. The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect/Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations

from the Contract Documents prior to completion and to specific qualifications expressed by the Architect/Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect/Engineer has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or, (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **9.5. DECISIONS TO WITHHOLD CERTIFICATION**

**9.5.1.** The Architect/Engineer may withhold or reject a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect/Engineer's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect/Engineer is unable to certify payment in the amount of the Application, the Architect/Engineer will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect/Engineer cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Architect/Engineer is able to make such representations to the Owner. The Architect/Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect/Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.4, because of:

- 9.5.1.1. defective Work not remedied;
- 9.5.1.2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- 9.5.1.3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 9.5.1.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 9.5.1.5. damage to the Owner or another contractor;
- 9.5.1.6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or,
- 9.5.1.7. persistent failure to carry out the Work in accordance with the Contract Documents.

**9.5.2.** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**9.5.3.** Owner's Right to Refuse Payment: The Architect/Engineer's approval, or partial approval, of the Contractor's request for payment shall not preclude or prevent the Owner from exercising any of its remedies under this Contract. The Owner shall have right to refuse to make payment(s) to the Contractor due to:

- 9.5.3.1. the Contractor's failure to perform the Work in compliance with the Contract Documents;
- 9.5.3.2. the Contractor's failure to correct any defective or damaged Work;
- 9.5.3.3. the Contractor's failure to accurately represent the Work performed in the pay request;
- 9.5.3.4. the Contractor's performance of its Work at a rate or in a manner that, in the Owner's opinion, is likely to result in the Work, or any portion thereof, to be delayed;

- 9.5.3.5. the Contractor's failure to use funds previously paid to it by the Owner to pay for the Contractor's Work-related obligations including, but not limited to, subcontractors and suppliers on this Project;
- 9.5.3.6. claims made, or anticipated by the Owner to be made, against the Owner or its property;
- 9.5.3.7. inclusion in the pay request of any amounts in dispute or part of a claim;
- 9.5.3.8. Damage or loss caused by the Contractor, including its subcontractors and suppliers; or,
- 9.5.3.9. The Contractor's failure or refusal to perform its obligations to the Owner.

## **9.6. PROGRESS PAYMENTS**

**9.6.1.** After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents or the Owner may take any action the Owner deems necessary under Subparagraph 9.5.3.

**9.6.2.** The Contractor shall promptly pay each Subcontractor in accordance with Title 28, Chapter 2, Part 21, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**9.6.3.** The Contractor is prohibited from holding higher amounts in retainage on any Subcontractor than the Owner is holding from the Contractor.

**9.6.4.** The Architect/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect/Engineer and Owner on account of portions of the Work done by such Subcontractor.

**9.6.5.** Neither the Owner nor Architect/Engineer shall have an obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

**9.6.6.** Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3, 9.6.4, and 9.6.5.

**9.6.7.** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**9.6.8.** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **9.7. FAILURE OF PAYMENT**

**9.7.1.** If the Owner does not approve payment to the Contractor within thirty-five (35) calendar days after the receipt of a certified Application for Payment, then the Contractor may, upon seven additional days' written notice to the Owner and Architect/Engineer, suspend the Work until payment of the amount owing has been received. Nothing in the Subparagraph shall limit the Owner's rights and options as provided in Subparagraph 9.5.3. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **9.8. SUBSTANTIAL COMPLETION**

**9.8.1.** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**9.8.2.** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**9.8.3.** Upon receipt of the Contractor's list, the Architect/Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect/Engineer's Inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect/Engineer. In such case, the Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion.

**9.8.4.** The Contractor shall ensure the project is substantially complete prior to requesting any inspection by the Architect/Engineer so that no more than one (1) inspection is necessary to determine Substantial Completion for all or any portion of the Work. If the Contractor does not perform adequate inspections to develop a comprehensive list as required in Subparagraph 9.8.2 and does not complete or correct such items upon discovery or notification, the Contractor shall be responsible and pay for the costs of the Architect/Engineer's additional inspections to determine Substantial Completion.

**9.8.5.** When the Work or designated portion thereof is substantially complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. After issuance of the Certificate of Substantial Completion, the Contractor shall finish and complete all remaining items within thirty (30) calendar days of the date on the Certificate. The Architect/Engineer shall identify and fix the time for completion of specific items which may be excluded from the thirty (30) calendar day time limit. Failure to complete any items within the specified time frames may be deemed by the Owner as default of the contract on the part of the Contractor.

**9.8.6.** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety if there are claims or past payment issues, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **9.9. PARTIAL OCCUPANCY OR USE**

**9.9.1.** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect/Engineer as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect/Engineer.

**9.9.2.** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**9.9.3.** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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

**9.10.1.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect/Engineer will approve the Contractor's final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect/Engineer's signature on the Contractor's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**9.10.2.** Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Architect/Engineer:

9.10.2.1. completed Contractors Affidavit of Completion Payment of Debts and Claims, and Release of Liens (Form 106) that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;

9.10.2.2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;

9.10.2.3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents

9.10.2.4. Consent of Surety (Form 103) to make final payment; and,

9.10.2.5. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

**9.10.3.** The Contractor and his surety accepts and assumes responsibility, liability, and costs for and agrees to defend and hold harmless the Owner for and against any and all actions as a result of the Owner making final payment.

**9.10.4.** By submitting any Application for Payment to the Architect/Engineer the Contractor and his surety certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the Contractor and all Subcontractors and used in the execution of the Contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies, subcontractors, suppliers, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the Contractor under the contract.

**9.10.5.** In consideration of the prior payments and the final payment made and all payments made for authorized changes, the Contractor releases and forever discharges the Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to the contract and authorized changes.

**9.10.6.** The date of Final Payment by the Owner shall constitute Final Acceptance of the Work. The determining date for the expiration of the warranty period shall be as specified in Paragraphs 3.5 and 12.2.2.



**9.10.7.** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect/Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**9.10.8.** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

9.10.8.1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

9.10.8.2. failure of the Work to comply with the requirements of the Contract Documents; or,

9.10.8.3. terms of special warranties required by the Contract Documents.

**9.10.9.** Acceptance of final payment by the Contractor, a Subcontractor, or material supplier, shall constitute a waiver of any and all obligations, liens, claims, security interests, encumbrances and/or liabilities against the Owner except those previously made in writing per the requirements of Paragraph 4.3 and as yet unsettled at the time of submission of the final Application for Payment.

**9.10.10.** The Owner's issuance of Final Payment does not constitute a waiver or release of any kind regarding any past, current, or future claim the Owner may have against the Contractor and/or the surety.

## **10. ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

### **10.1. SAFETY**

**10.1.1. Importance of Safety.** The Contractor and all Subcontractors (at any tier or level) recognize that safety is paramount at all times. The Contractor shall perform the work in a safe manner with the highest regard for safety of its employees and all other individuals and property at the work site. Contractor shall maintain its tools, equipment, and vehicles in a safe operating condition and take all other actions necessary to provide a safe working environment for performance of work required under this Contract. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures for coordinating and constructing the Work, including all site safety, safety precautions, safety programs, and safety compliance with OSHA and all other governing bodies.

**10.1.2. Particular Safeguards.** (a) The Contractor shall erect and maintain, as required by Paragraphs 10.1.1 and 10.1.3, safeguards for safety and protection, including posting danger signs and other warnings against hazards, installing suitable barriers and lighting, promulgating safety regulations, and providing notification to all parties who may be impacted by the Contractor's operations. (b) When use or storage of explosives or other Hazardous Materials/Substances (defined below) or equipment are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. (c) The Contractor shall not encumber or load or permit any part of the construction site to be encumbered or loaded so as to endanger the safety of any person(s).

**10.1.3. Compliance with Safety Laws.** Contractor represents and warrants to Owner that it knows and understands all federal, state and local safety statutes, rules, and regulations (Laws) related to the work under this Contract. Contractor shall comply with these Laws. Contractor shall keep all material data safety sheets on site and available at all times.

**10.1.4. Remedy property damage.** The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor of any tier or level, or anyone employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

**10.1.5. Designation of Safety Representative.** Unless the Contractor designates, in writing to the Owner and the Architect/Engineer, another responsible member of the Contractor's organization as the Safety Representative, the Contractor's superintendent is the Safety Representative. The Safety Representative is defined as that member of the Contractor's organization responsible for all safety under this Contract.

**10.1.6. Release/Indemnity of Owner and Architect/Engineer.** The Contractor agrees that the Owner and Architect/Engineer are not responsible for safety at the work site and releases them from all obligations and liability regarding safety at the work site. The Contractor shall indemnify and defend the Owner and the Architect/Engineer against and from all claims, liabilities, fines, penalties, orders, causes of action, judgments, losses, costs and expenses (including but not limited to court costs and reasonable attorney fees), arising from injuries and death to any persons and damage to real and personal property arising from, in connection with, or incidental to Contractor's safety responsibilities under this Contract.

## **10.2. HAZARDOUS MATERIALS/SUBSTANCES**

**10.2.1.** "Hazardous Materials/Substances" means any substance: (a) the presence of which requires investigation, or remediation under any federal, state or local statute, rule, regulation, ordinance, order, policy or common law; (b) that is or becomes defined as "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local statute, rule, regulation, or ordinance or amendments thereto; (c) that is toxic, explosive, corrosive flammable, or otherwise hazardous and is or becomes regulated by any government authority, agency, board, commission or instrumentality of the United States, the state of Montana or any political subdivision thereof; (d) gasoline, diesel fuel or other petroleum hydrocarbons; (e) containing contains polychlorinated biphenyls (PCBs) or asbestos; or (f) the presence of which causes or threatens to cause a nuisance or trespass on the work site or adjacent property.

**10.2.2.** The Contractor is solely responsible for all compliance with all regulations, requirements, and procedures governing Hazardous Materials/Substances at the Work Site or that Contractor brings on the site. The Contractor is solely responsible for remediation, costs, damages, loss, and/or expenses for all Hazardous Materials/Substances brought to the site. The Contractor shall not and is strictly prohibited from purchasing and/or installing any asbestos-containing materials or products as part of the Work. Should the Contractor do so, the Contractor shall be solely responsible for the immediate remediation and all costs, damages, loss, and/or expenses per Paragraphs 10.1.6, 10.2.2, 10.2.3, and 10.2.4.

**10.2.3.** If the Contractor encounters Hazardous Materials/Substances during the course of the Work, whether or not identified in the Contract Documents, Work, the Contractor agrees that:

10.2.3.1. Encountering any Hazardous Materials/Substances during performance of the Work does not necessarily mean a change in conditions has occurred, nor is it evidence that the Contractor is due additional Contract Time or an increase in the Contract Sum. If encountering Hazardous Materials/Substances is determined to be a change in conditions to the Contract Documents, Paragraph 4.3 and Article 7 apply in determining any additional compensation or extension of time claimed by the Contractor.

10.2.3.2. The Contractor is solely responsible for securing the Work in accordance with this Article 10 involving any Hazardous Materials/Substances against unlawful, unregulated, or improper intrusion, disturbance, or removal. The Contractor shall implement protections and take protective actions throughout the performance of the Work to prevent exposure to workers, occupants, and contamination of the site or area.

10.2.3.3. If the Contractor is unable to or fails to properly secure the Work against unlawful, unregulated, or improper intrusion, disturbance, or removal of Hazardous Materials/Substances, the Contractor shall immediately implement protections and take protective actions, up to and including stopping Work in the area or on the item affected, to prevent exposure to workers, occupants, and contamination of the site or area. The Contractor shall immediately notify the Owner and Architect in writing giving details of the failure and the corrective actions taken. If the condition is an emergency and notice cannot be provided in writing, then Contractor shall orally and immediately notify the Owner and Architect/Engineer of the condition followed by a full written explanation. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.2.3.4. If the Contractor notifies the Owner and takes precautions in accordance with this Article 10 upon encountering materials/substances suspected of containing asbestos or polychlorinated biphenyls that

are unidentified in the Contract Documents, the Owner shall verify if the unidentified material or substance contains asbestos or polychlorinated biphenyls and shall arrange for the removal or other measures as necessary to allow the Contractor to proceed with the Work. The Contract Time may be extended as appropriate if the Work affected is on the critical path and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs as provided in Article 7. Should the Contractor fail to notify the Owner upon encountering asbestos, polychlorinated biphenyls, or materials/substances suspected of containing asbestos or polychlorinated biphenyls, that are unidentified in the Contract Documents, the Contractor is solely responsible for all mitigation in accordance with Paragraphs 10.1.6, 10.2.2, 10.2.3, and 10.2.4.

**10.2.4.** The Contractor shall indemnify, hold harmless, and defend the Owner from and against all claims, liabilities, fines, penalties, orders, causes of action, judgments, losses, costs and expenses, including but not limited to court costs and reasonable attorneys' fees, arising from, in connection with, or incidental to the Contractor's handling, disposal, encountering, or release of Hazardous Materials/Substances.

### **10.3. UTILITIES**

**10.3.1.** Underground Utilities: Buried utilities, including, but not limited to, electricity, gas, steam, air, water, telephone, sewer, irrigation, broadband coaxial computer cable, and fiber optic cables are very vulnerable and damage could result in loss of service. The telephone, broadband and fiber optic cables are especially sensitive and the slightest damage to these components will result in disruption of the operations of the campus.

**10.3.2.** "One Call" must be notified by phone and in writing at least 72 hours (3 business days) prior to digging to arrange and assist in the location of buried utilities in the field. (Dial 811). The Contractor shall mark the boundary of the work area. The boundary area shall be indicated with white paint and white flags. In winter, pink paint and flags will be accepted.

**10.3.3.** After buried utilities have been located, the Contractor shall be responsible for any utilities damaged while digging. Such responsibility shall include all necessary care including hand digging. Contractor's responsibility shall also include maintaining markings after initial locate. The area for such responsibility, unless otherwise indicated, shall extend 24 inches to either side of the marked center line of a buried utility line.

**10.3.4.** The Contractor's responsibility shall include repair or replacement of damaged utilities. The Contractor will also be responsible for all costs associated with reterminations and recertification.

**10.3.5.** Any buried utilities exposed by the operations of the Contractor shall be marked on the plans and adequately protected by the Contractor. If any buried utilities not located are exposed, the Contractor shall immediately contact the Owner and the Architect/Engineer. If, after exposing an unlocated buried utility, the Contractor continues digging without notifying Owner and Architect/Engineer and further damages the utility, the Contractor will be fully and solely responsible.

**10.3.6.** Damage to irrigation systems during seasons of no irrigation that are not immediately and adequately repaired and tested will require the Contractor to return when the system is in service to complete the repair.

**10.3.7.** In the event of a planned interruption of any existing utility service, the Contractor shall make arrangements with Owner at least 72 hours (3 business days) in advance. Shutdowns of the broadband or fiber optic cables will normally require 5 working days' notice to the Owner. The Contractor shall bear all costs associated with the interruptions and restorations of service.

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

### **11.1. CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1.** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Montana with a rating no less than "A-", such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

11.1.1.2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

11.1.1.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

11.1.1.4. claims for damages insured by usual personal injury liability coverage;

11.1.1.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

11.1.1.6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

11.1.1.7. claims for bodily injury or property damage arising out of completed operations; and,

11.1.1.8. claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

**11.1.2.** The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until termination of any coverage required to be maintained after final payment.

**11.1.3.** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

**11.1.4.** At the request of the Owner, the Contractor shall provide copies of all insurance policies to the Owner.

## **11.2. INSURANCE, GENERAL REQUIREMENTS**

**11.2.1.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the Work by the Contractor, its agents, employees, representatives, assigns, or subcontractors. The Contractor is responsible for all deductibles regardless of policy or level of coverage. The Owner reserves the right to demand, and the Contractor agrees to provide, copies of any and all policies at any time.

**11.2.2.** Hold Harmless and Indemnification: The Contractor shall protect, defend, and save the state, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments whatsoever (including the cost of defense and reasonable attorney fees): 1) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage; or, 2) arising out of or resulting from performance or failure to perform, or omissions of services, or in any way results from the negligent acts or omissions of the Contractor, its agents, agents, or subcontractors.

**11.2.3.** Contractor's Insurance: insurance required under all sections herein shall be in effect for the duration of the contract that extends through the warranty period. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the state of Montana. No

Contractor or Sub-contractor shall commence any Work under this contract until all required insurance has been obtained. During the term of this contract, the Contractor shall, not less than thirty days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the Owner a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force and will not be canceled, limited or restricted without thirty days' written notice by certified mail to the contractor and the Owner. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Additionally, all certificates shall include the project name and A/E project number.

**11.2.4. Certificates of Insurance and Endorsements.** All certificates of insurance and the additional insured endorsements are to be received by the state prior to issuance of the Notice to Proceed. The contractor is responsible to ensure that all policies and coverages contain the necessary endorsements for the State being listed as an additional insured. The state reserves the right to require complete copies of all insurance policies at any time to verify coverage. The contractor shall notify the state within 30 days of any material change in coverage.

### **11.3. WORKERS' COMPENSATION INSURANCE**

**11.3.1.** The Contractor shall carry **Workers' Compensation Insurance**. Such Workers' Compensation Insurance shall protect the Contractor from claims made by his own employees, the employees of any Sub-contractor, and also claims made by anyone directly or indirectly employed by the Contractor or Sub-contractor. The Contractor shall require each Sub-contractor similarly to provide Workers' Compensation Insurance.

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

**11.4.1.** Each Contractor shall carry per occurrence coverage **Commercial General Liability Insurance** including coverage for premises; operations; independent contractor's protective; products and completed operations; products and materials stored off-site; broad form property damage and comprehensive automobile liability insurance with not less than the following limits of liability:

11.4.1.1. **\$1,000,000 per occurrence; aggregate limit of \$2,000,000;**

11.4.1.2. The **Commercial General and Automobile Liability Insurance** shall provide coverage for both bodily injury, including accidental death, sickness, disease, occupational sickness or disease, personal injury liability coverage and property damage which may arise out of the work under this contract, or operations incidental thereto, whether such work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or by Sub-contractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain the liability insurance required herein for a period of not less than one year after final payment or anytime the Contractor goes on to the location of the project.

11.4.1.3. The Contractor's liability insurance policies shall list the STATE OF MONTANA as an additional insured. **AN ADDITIONAL INSURED ENDORSEMENT DOCUMENT SHALL BE SUBMITTED WITH THE CERTIFICATES OF INSURANCE.** The STATE OF MONTANA includes its officers, elected and appointed officials, employees and volunteers and political subdivisions thereof. Should the Contractor not be able to list the state as an additional insured, the Contractor shall purchase a per occurrence Owner's/Contractor's Protective Policy (OCP) with the STATE OF MONTANA as the insured party in the same occurrence and aggregate limits as that indicated above for the Contractor's Commercial General Liability Policy.

11.4.1.4. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

11.4.1.5. The Contractor's insurance coverage shall be PRIMARY insurance as respects the State, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the state, its officers, elected and appointed officials, employees and volunteers shall be excess

of the Contractor's insurance and shall not contribute to it. NO WAIVERS OF SUBROGATION OR ENDORSEMENTS LIMITING, TRANSFERRING, OR OTHERWISE INDEMNIFYING LIABLE OR RESPONSIBLE PARTIES OF THE CONTRACTOR OR ANY SUBCONTRACTOR WILL BE ACCEPTED.

#### **11.5. PROPERTY INSURANCE (ALL RISK)**

**11.5.1.** New Construction (for projects involving new construction): At its sole cost and expense, the contractor shall keep the building and all other improvements on the premises insured throughout the term of the agreement against the following hazards:

11.5.1.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map, <http://rmt.d.mt.gov/content/aboutus/publications/files/NEHRP.pdf>) in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies. Certificates of Insurance MUST indicate earthquake coverage if coverage is required per the above referenced map.

11.5.1.2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.

11.5.1.3. Loss or damage by explosion of steam boilers, pressure vessels, and oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.

#### **11.5.2. Building Renovation (for projects involving building renovation or remodeling)**

11.5.2.1. The contractor shall purchase and maintain Builder's Risk/Installation insurance on a "special causes of loss" form (so called "all risk") for the cost of the work and any subsequent modifications and change orders. The contractor is not responsible for insuring the existing structure for Builder's Risk/Installation insurance.

11.5.2.2. At its sole cost and expense, the contractor shall insure all property construction on the premises throughout the term of the agreement against the following hazards:

11.5.2.2.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map at <http://rmt.d.mt.gov/content/aboutus/publications/files/NEHRP.pdf>) in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended coverage endorsement to fire policies. Certificates of Insurance MUST indicate earthquake coverage if coverage is required per the above referenced map.

11.5.2.2.2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.

11.5.2.2.3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.

#### **11.6. ASBESTOS ABATEMENT INSURANCE**

**11.6.1.** If Asbestos Abatement is identified as part of the Work under this contract, the Contractor or any subcontractor involved in asbestos abatement shall purchase and maintain **Asbestos Liability Insurance** for coverage of bodily injury, sickness, disease, death, damages, claims, errors or omissions regarding the asbestos portion of the work *in addition to* the CGL Insurance by reason of any negligence in part or in whole, error or omission committed or alleged to have been committed by the Contractor or anyone for whom the Contractor is legally liable.

**11.6.2.** Such insurance shall be in "per occurrence" form and shall clearly state on the certificate that asbestos work is included in the following limits:

11.6.2.1. **\$1,000,000 per occurrence; aggregate limit of \$2,000,000.**

**11.6.3.** Asbestos Liability Insurance as carried by the asbestos abatement subcontractor in these limits in lieu of the Contractor's coverage is acceptable provided the Contractor and the State of Montana are named as additional insureds and that the abatement subcontractor's insurance is PRIMARY as respects both the Owner and the Contractor. If the Contractor or any other subcontractor encounters asbestos, all operations shall be suspended until abatement with the associated air monitoring clearances are accomplished. The certificate of coverage shall be provided by the asbestos abatement subcontractor to both the Contractor and the Owner.

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

**11.7.1.** The Contract shall furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201 MCA). The Contractor shall also furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201MCA). The bonds shall be executed on forms furnished by the Owner and no other forms or endorsements will be acceptable. The bonds shall be signed in compliance with state statutes (33-17-1111 MCA). Bonds shall be secured from a state licensed bonding company. Power of Attorney is required with each bond. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney:

11.7.1.1. one original copy shall be furnished with each set of bonds.

11.7.1.2. Others furnished with a set of bonds may be copies of that original.

**11.7.2.** The Owner reserves the right at any time during the performance of Work to require bonding of Subcontractors provided by the General Contractor. Should this occur, the Owner will cover the direct cost. This shall not be construed as to in any way affect the relationship between the General Contractor and his Subcontractors.

**11.7.3.** Surety must have an endorsement stating that their guarantee of Contractor's performance automatically covers the additional contract time added to a Contractor's contract by Change Order.

**11.7.4.** A change in the Contractor's organization shall not constitute grounds for Surety to claim a discharge of their liability and requires an endorsement from Surety so stating.

**11.7.5.** Except as noted below, the Contractor is required to notify Surety of any increase in the contract amount resulting from a Change Order within 48 hours of signing and submitting a Change Order and shall submit a copy of Surety's written acknowledgment and consent to Owner before a Change Order can be approved. The Surety's written acknowledgment and consent on the Change Order form shall also satisfy this consent requirement.

11.7.5.1. Surety consent shall not be required on Change Order(s) which, in the aggregate total amount of all Changes Orders, increase the original contract amount by less than 10%. However, the Contractor is still required to notify Surety of any increase in contract amount resulting from a Change Order(s) within 48 hours of signing and submitting every Change Order.

11.7.5.2. Surety is fully obligated to the Owner for the full contract amount, inclusive of all Change Orders, regardless of whether or not written acknowledgement and consent is received and regardless of whether or not the aggregate total of all Change Orders is more or less than 10% of the original contract amount.

11.7.5.3. A fax with hard copy to follow of Surety's written acknowledgment and consent is acceptable. If hard copy is not received by Owner before Application for Payment on any portion or all of said Change Order, it will not be accepted by Owner for payment.

**11.7.6.** The Surety must take action within 30 days of notice of default on the part of the Contractor or of any claim on bonds made by the Owner or any Subcontractor or supplier.

**12. ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK**

## **12.1. UNCOVERING OF WORK**

**12.1.1.** If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.

**12.1.2.** If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to examine prior to it being covered, the Architect/Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## **12.2. CORRECTION OF WORK**

### **12.2.1. BEFORE OR AFTER SUBSTANTIAL COMPLETION**

12.2.1.1. The Contractor shall promptly correct Work that fails to conform to the requirements of the Contract Documents or that is rejected by the Architect/Engineer, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense. The Contractor is responsible to discover and correct all defective work and shall not rely upon the Architect/Engineer's or Owner's observations.

12.2.1.2. Rejection and Correction of Work in Progress. During the course of the Work, the Contractor shall inspect and promptly reject any Work that:

12.2.1.2.1. does not conform to the Construction Documents; or,

12.2.1.2.2. does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities, and agencies having jurisdiction over the Project.

12.2.1.3. The Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work, including additional testing, inspections, and compensation for all services and expenses necessitated by such corrective action.

### **12.2.2. AFTER SUBSTANTIAL COMPLETION AND AFTER FINAL ACCEPTANCE**

12.2.2.1. In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Final Acceptance of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect/Engineer, the Owner may correct it in accordance with Paragraph 2.3.

12.2.2.1.1. The Contractor shall remedy any and all deficiencies due to faulty materials or workmanship and pay for any damage to other work resulting there from, which shall appear within the period of Substantial Completion through one (1) year from the date of Final Acceptance in accordance with the terms and conditions of the Contract and with any special guarantees or warranties provided in the Contract Documents. The Owner shall give notice of observed deficiencies with reasonable



promptness. All questions, claims or disputes arising under this Article shall be decided by the Architect/Engineer. All manufacturer, product and supplier warranties are in addition to this Contractor warranty.

12.2.2.1.2. The Contractor shall respond within seven (7) days after notice of observed deficiencies has been given and he shall proceed to immediately remedy these deficiencies.

12.2.2.1.3. Should the Contractor fail to respond to the notice or not remedy those deficiencies; the Owner shall have this work corrected at the expense of the Contractor.

12.2.2.1.4. Latent defects shall be in addition to those identified above and shall be the responsibility of the Contractor per the statute of limitations for a written contract (27-2-208 MCA) starting from the date of Final Acceptance.

12.2.2.2. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

12.2.2.3. The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

**12.2.3.** The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**12.2.4.** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**12.2.5.** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **12.3. ACCEPTANCE OF NONCONFORMING WORK**

**12.3.1.** If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **13. ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### **13.1. GOVERNING LAW**

**13.1.1.** The Contract shall be governed by the laws of the State of Montana and venue for all legal proceedings shall be the First Judicial District, Lewis & Clark County.

### **13.2. SUCCESSORS AND ASSIGNS**

**13.2.1.** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempt to make such assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **13.3. WRITTEN NOTICE**

**13.3.1.** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

### **13.4. RIGHTS AND REMEDIES**

**13.4.1.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**13.4.2.** No action or failure to act by the Owner, Architect/Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### **13.5. TESTS AND INSPECTIONS**

**13.5.1.** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

**13.5.2.** If the Architect/Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect/Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3 shall be at the Owner's expense.

**13.5.3.** If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect/Engineer's services and expenses shall be at the Contractor's expense.

**13.5.4.** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect/Engineer.

**13.5.5.** If the Architect/Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing.

**13.5.6.** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6. INTEREST**

**13.6.1.** Payments due and unpaid under the Contract Documents 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.

### **13.7. COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.7.1.** As between the Owner and Contractor:

13.7.1.1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

13.7.1.2. **Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and,

13.7.1.3. **After Final Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

### **13.8. PAYROLL AND BASIC RECORDS**

**13.8.1.** Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst or his authorized representative at mutually convenient times. Accounting records shall be kept by the Contractor for a period of three years after the date of the Owner's Final Acceptance of the Project.

## **14. ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1. TERMINATION BY THE CONTRACTOR**

**14.1.1.** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

14.1.1.1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; or,

14.1.1.2. an act of government, such as a declaration of national emergency which requires all Work to be stopped.

**14.1.2.** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**14.1.3.** If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect/Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit but not damages.

**14.1.4.** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect/Engineer, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

## **14.2. TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1.** The Owner may terminate the Contract if the Contractor:

- 14.2.1.1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 14.2.1.2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 14.2.1.3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
- 14.2.1.4. otherwise is guilty of any breach of a provision of the Contract Documents.

**14.2.2.** When any of the above reasons exist, the Owner, upon certification by the Architect/Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 14.2.2.1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 14.2.2.2. accept assignment of subcontracts pursuant to Paragraph 5.4; and,
- 14.2.2.3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**14.2.3.** When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**14.2.4.** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect/Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

## **14.3. SUSPENSION BY THE OWNER FOR CONVENIENCE**

**14.3.1.** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**14.3.2.** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 14.3.2.1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or,
- 14.3.2.2. that an equitable adjustment is made or denied under another provision of the Contract.

## **14.4. TERMINATION BY THE OWNER FOR CONVENIENCE**

**14.4.1.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**14.4.2.** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

14.4.2.1. cease operations as directed by the Owner in the notice;

14.4.2.2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and;

14.4.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**14.4.3.** In case of such termination for the Owner's convenience, the Contractor 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. The Contractor shall provide a full and complete itemized accounting of all costs.

## **15. EQUAL OPPORTUNITY**

**15.1.** The Contractor and all Sub-contractors shall not discriminate against any employee or applicant for employment because of race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability and shall comply with all Federal and State laws concerning fair labor standards and hiring practices. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability.

**15.2.** Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

**15.3.** The Contractor and all Sub-contractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability..

[END OF GENERAL CONDITIONS]

# **SUPPLEMENTAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

(REVISED MARCH 1, 2016)

## FOR STATE OF MONTANA GENERAL CONDITIONS

### **ARTICLE 1 – GENERAL PROVISIONS**

#### **1.1 BASIC DEFINITIONS**

##### **1.1.3 SPECIFICATIONS**

**1.1.3.1 ADD:** “Approved”: When used to convey Architect’s/Engineer’s action on Contractor’s submittals, applications, and requests, “approved” is limited to Architect’s/Engineer’s duties and responsibilities as stated in the Conditions of the Contract.

**1.1.3.2 ADD:** “Directed”: A command or instruction by Architect/Engineer. Other terms including “requested,” “authorized,” “selected,” “required,” and “permitted” have the same meaning as “directed.”

**1.1.3.3 ADD:** “Indicated”: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including “shown,” “noted,” “scheduled,” and “specified” have the same meaning as “indicated.”

**1.1.3.4 ADD:** “Regulations”: Laws ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

**1.1.3.5 ADD:** “Furnish”: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

**1.1.3.6 ADD:** “Install”: Operations at Project site including unloading, temporarily shoring, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

**1.1.3.7 ADD:** “Provide”: Furnish and install, complete and ready for the intended use.

**1.1.3.8 ADD:** “Project site”: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land or portion of the building on which the Project is to be built.

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

### **ARTICLE 2 – THE OWNER**

#### **2.1 THE STATE OF MONTANA**

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

### **ARTICLE 3 – THE CONTRACTOR**

#### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

##### **3.3.6 ADD: PRODUCT DELIVERY, STORAGE AND HANDLING**

**3.3.6.1 ADD:** Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer’s written instructions.

**3.3.6.2 ADD: DELIVERY AND HANDLING:**

**3.3.6.2.1 ADD:** Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

**3.3.6.2.2 ADD:** Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

**3.3.6.2.3 ADD:** Deliver products to Project site in an undamaged condition in manufacturer’s original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

**3.3.6.2.4 ADD:** Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and property protected.

**3.3.6.3 ADD: STORAGE**

**3.3.6.3.1 ADD:** Store products to allow for inspection and measurement of quantity or counting of units

**3.3.6.3.2 ADD:** Store materials in a manner that will not endanger Project structure.

**3.3.6.3.3 ADD:** Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

**3.3.6.3.4 ADD:** Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

**3.3.6.3.5 ADD:** Comply with product manufacturer’s written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

**3.3.6.3.6 ADD:** Protect stored products from damage and liquids from freezing.

**3.10 CONSTRUCTION SCHEDULES**

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

**3.11 DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE**

**3.11.4 ADD:** The contractor shall maintain at the site two (2) construction reference sets of all specifications, drawings, approved shop drawings, change orders and other modifications, addenda, schedules and instructions, in good order.

**3.11.4.1 ADD:** The record drawings shall be two (2) sets of black (or blue) and white prints of the drawings on which the contractor must record all “red line” changes during the course of construction and will include references to change order numbers, field directives, etc., and their dates. This record set shall be maintained separate and apart from documents used for construction reference. This set will be available for review by the project consultant, architect, engineer and MSU project manager at all times.

**3.11.4.2 ADD:** All as-built conditions shall be kept current and the contractor shall not permanently conceal or cover any work until all required information has been recorded.

**3.11.4.3 ADD:** All survey and exterior underground utilities shall be recorded using the spatial reference, Montana State Plane, NAD 83, CORS 96, Lambert Conformal Conic. The National Geodetic Survey publishes NAD 83

coordinates in the metric system (i.e., meters). The conversion factor that should be used to convert between English and metric systems is the international conversion factor of 1 ft. = 0.3048 m. coordinate system.

**3.11.4.4 ADD:** In marking any as-built conditions, the contractor shall ensure that such drawings indicate by measured dimension to building corners or other permanent monuments the exact locations of all piping, conduit or utilities concealed in concrete slabs, behind walls or ceilings or underground. Record drawings shall be made to scale and shall also include exact locations of valves, pull boxes and similar items as required for maintenance or repair service.

**3.11.4.5 ADD:** The contractor shall prepare and maintain a binder with all project warranty information. This will be provided to the project consultant, architect or engineer at final acceptance.

### **3.12.1 DEFINITIONS:**

**3.12.1.4 ADD:** Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term “product” includes the terms “material,” “equipment,” “system,” and terms of similar intent.

**3.12.1.5 ADD:** Named Products: Items identified by manufacturer’s product name, including make or model number or other designation shown or listed in manufacturer’s published product literature that is current as of date of the Contract Documents.

**3.12.1.6 ADD:** New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

**3.12.1.7 ADD:** Comparable Products: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

**3.12.1.8 ADD:** Basis-of-Design Product Specification: A specification in which a specific manufacturer’s product is named and accompanied by the words “basis-of-design product,” including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specifications.

### **3.13. USE OF SITE**

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

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

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

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

Access to the project site shall be only by the route designated on the drawings. In cases where a different route must be used for a specific purpose, permission must be obtained from MSU Facilities Services. In no case will vehicles be used on the Centennial Mall paving. Access routes are for delivery of equipment, tools, and not for parking.



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

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

**3.13.5 ADD:** By acceptance of MSU Building Keys the Contractor agrees with the following: University keys are the property of Montana State University. Fabricating, duplicating or modifying University keys is prohibited. Doors must remain locked at all times. The use of these keys to allow unauthorized persons to enter the above areas is prohibited. Loss of any key must be reported immediately to the Director, Office of Facilities Services and University Police, if the loss of keys results in re-keying costs, these costs will be charged to the Contractor. **See attached Estimated Re-Keying Costs per Building.**

**3.13.6 ADD:** The Montana Legislature decreed that the "right to breath smoke-free air has priority over the desire to smoke" (MCA 20-40-102). It is the policy of MSU to promote the health, wellness and safety of all employees, students, guests, visitors, and contractors while on campus. Therefore, the campus will be free of tobacco-use effective August 1, 2012. The use of tobacco (including cigarettes, cigars, pipes, smokeless tobacco and all other tobacco products) by students, faculty, staff, guests, visitors, and contractors is prohibited on all properties owned or leased by MSU.

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

**3.13.7 ADD:** The Contractor may use the University's toilet facilities only as directed by the Owner.

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

### **4.6. ARBITRATION**

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

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

## **ARTICLE 7 – CHANGES IN WORK**

### **7.2 CHANGE ORDERS**

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

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

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

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

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

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

## **ARTICLE 8 - TIME**

### **8.1. DEFINITIONS**

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

## **8.2. PROGRESS AND COMPLETION**

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

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

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

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

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

**9.3.7.2.1. Insert** in the first line "Schedule of Values" in lieu of "Schedule of Amounts for Contract Payment".

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

### **9.8. SUBSTANTIAL COMPLETION**

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

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

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

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

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

**9.10.2.4 Insert** in the first line after the word "(Form 103)": "for contracts greater than or equal to \$25,000"

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

### **10.1. SAFETY**

**10.1.2 Insert** in the second line before the word "safeguards": "and as approved by Owner,"

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

maintain accessible routes for handicapped access to and around the site of the Work. The Contractor shall be solely responsible for implementing all required means and methods for site safety and security that may be agreed upon in this meeting.

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

### **10.3. UTILITIES**

**10.3.1 ADD:** Underground Utilities: Buried utilities, including, but not limited to, electricity, gas, steam, air, water, telephone, sewer, irrigation, broadband coaxial computer cable, and fiber optic cables are very vulnerable and damage could result in loss of service. The telephone, broadband and fiber optic cables are especially sensitive and the slightest damage to these components will result in disruption of the operations of the campus.

**10.3.2 ADD:** "One Call" must be notified by phone and in writing at least 72 hours (3 business days) prior to digging to arrange and assist in the location of buried utilities in the field. (Dial 811). The Contractor shall mark the boundary of the work area. The boundary area shall be indicated with white paint and white flags. In winter, pink paint and flags will be accepted.

**10.3.3 ADD:** After buried utilities have been located, the Contractor shall be responsible for any utilities damaged while digging. Such responsibility shall include all necessary care including hand digging. Contractor's responsibility shall also include maintaining markings after initial locate. The area for such responsibility, unless otherwise indicated, shall extend 24 inches to either side of the marked center line of a buried utility line. In cases of multiple or overlapping utilities or inconclusive electronic locating signals, MSU Project Manager may specifically indicate a wider area for Contractor's responsibility.

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

**10.3.5 ADD:** Any buried utilities exposed by the operations of the Contractor shall be marked on the plans and adequately protected by the Contractor. If any buried utilities not located are exposed, the Contractor shall immediately contact Facilities Services at the numbers above. If, after exposing an unlocated buried utility, the Contractor continues digging without notifying Facilities Services and further damages the utility, the Contractor will be responsible.

**10.3.6 ADD:** Damage to irrigation systems during seasons of no irrigation that are not immediately and adequately repaired and tested will require the Contractor to return when the system is in service to complete the repair.

**10.3.7 ADD:** In the event of a planned interruption of any existing utility service, the Contractor shall make arrangements with Facilities Services at least 72 hours (3 business days) in advance. Shutdowns of the broadband or fiber optic cables will normally require 5 working days notice to Facilities Services and the Information Technology Center. The Contractor shall bear all costs associated with the interruptions and restorations of service.

**10.3.8 ADD:** The Owner allows the contractor to use the Owner's utilities (water, heat, electricity) services without charge for procedures necessary for the completion of the work.

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

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

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

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

**11.7.1.** Insert in the first line at the beginning of the sentence "For contracts equal to or greater than \$25,000".

### **11.8. CANCELLATION**

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

**ARTICLE 13 – MISCELLANEOUS PROVISIONS**

**13.1. GOVERNING LAW**

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

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

### Cost Estimate to Re-key Buildings

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

**PROJECT CLOSEOUT CHECKLIST**

PROJECT TITLE: \_\_\_\_\_ PPA No. \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CONSULTANT \_\_\_\_\_

*\*\* In absence of a Consultant, responsibilities will be determined at Pre-construction meeting*

*To be submitted with Application of Final Payment*

Contract Requirements	Date PM Verified	Date Completed	Required Documentation:
			Final application for payment (all contracts)
			Certificate of Substantial Completion - MSU Form 107 (over \$25K)
			Certificate of Final Acceptance - MSU Form118 (over \$25K)
			Consent of Surety to final payment MSU Form103 (if over \$25K)

MSU PM			Verification of All Change Orders & Final Amounts with Contract amounts
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*Contractor to submit all deliverables to the Consultant  
To be submitted with Application of Final Payment*

Contractor Requirements	Date PM Verified	Date Completed	Required Deliverables:
			Final walk through and instructions to Owner
			As-built "red lined" drawings (PDF Color Scan of Redlined Construction Set)
			Complete set of project shop drawings/Product Data (3Sets)
			Demonstration & Training
			City of Bozeman Building Permits: <input type="checkbox"/> Fire Suppression test & Certificate <input type="checkbox"/> Fire Alarm test & Certificate <input type="checkbox"/> Elevator Inspection <input type="checkbox"/> Plumbing & HVAC test & Inspection <input type="checkbox"/> Electrical Inspection <input type="checkbox"/> Temporary certificate of occupancy <input type="checkbox"/> Final certificate of occupancy
			Final project inspection
			Notification of completion of punch list
			Copy of warranty Binder

Contractor Signature \_\_\_\_\_ Consultant Signature \_\_\_\_\_

*Submit at Record Document Stage/Consultant shall submit Contractor Deliverables to Owner*

Consultant Requirements	Date PM Verified	Date Completed	Required Deliverables:
			Operation & Maintenance Manuals: including warranties or guarantees for all equipment (2 copies – project, trades, building file, support manager: PDF & Paper) <input type="checkbox"/> HVAC <input type="checkbox"/> Plumbing <input type="checkbox"/> Electrical <input type="checkbox"/> Elevator <input type="checkbox"/> Fire Alarm <input type="checkbox"/> Roof <input type="checkbox"/> Project Manual (Divisions 1-13)

Consultant Signature \_\_\_\_\_ Project Manager \_\_\_\_\_

**MONTANA  
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2018**

**Effective: *January 27, 2018***

**Steve Bullock, Governor  
*State of Montana***

**Galen Hollenbaugh, Commissioner  
*Department of Labor and Industry***

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact:

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 201503  
Helena, MT 59620-1503  
Phone 406-444-5600  
TDD 406-444-5549

**The Labor Standards Bureau welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

GALEN HOLLENBAUGH  
Commissioner  
Department of Labor and Industry  
State of Montana

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## **A. Date of Publication January 27,2018**

### **B. Definition of Building Construction**

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.*

*Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”*

### **C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

### **D. Prevailing Wage Schedule**

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at [www.mtwagehoubopa.com](http://www.mtwagehoubopa.com) or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

### **E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

### **F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

*“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.*

*(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.*

*(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”*

## G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

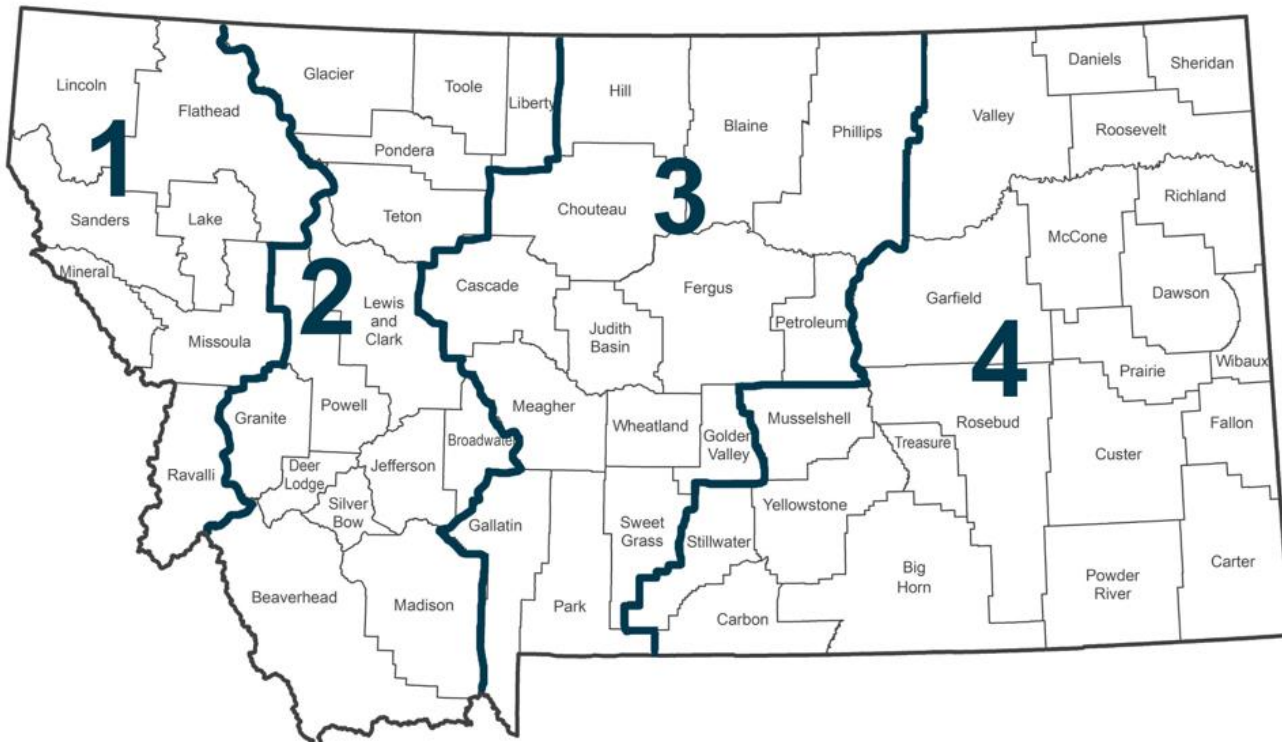
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

### Montana Prevailing Wage Districts



## **I. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as “...*the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.*” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

**District 1 – Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

**District 2 – Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

**District 3 – Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

**District 4 – Billings:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

## **J. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...*an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.*” See section I above for a list of dispatch cities.

## **K. Computing Travel Benefits**

ARM, 24.17.103(22), states “ ‘*Travel pay, ’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.*” See section I above for a list of dispatch cities.

## **L. Per Diem**

ARM, 24.17.103(18), states “ ‘*Per diem ’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.*”

## **M. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states “...*The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.*” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

## **N. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...*performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.*”

## **O. Employment Preference**

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

## **P. Projects of a Mixed Nature**

Section 18-2-408, MCA states:

*“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.*

*(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”*

## **Q. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

## **R. Welder Rates**

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

## **S. Foreman Rates**

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

# WAGE RATES

## BOILERMAKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.25	\$30.30
District 2	\$30.25	\$30.30
District 3	\$30.25	\$30.30
District 4	\$30.25	\$30.30

### **Duties Include:**

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

### **Travel:**

#### **All Districts**

0-120 mi. free zone

>120 mi. federal mileage rate/mi.

### **Special Provision:**

Travel is paid only at the beginning and end of the job.

### **Per Diem:**

#### **All Districts**

0-70 mi. free zone

>70-120 mi. \$55.00/day

>120 mi. \$70.00/day

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## BRICK, BLOCK, AND STONE MASONS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.58	\$14.00
District 2	\$26.58	\$14.00
District 3	\$26.22	\$14.00
District 4	\$26.22	\$14.00

### **Travel:**

#### **All Districts**

0-45 mi. free zone

>45-60 mi. \$25.00/day

>60-90 mi. \$55.00/day

>90 mi. \$65.00/day

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## CARPENTERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$22.06	\$13.07
District 2	\$22.00	\$13.36
District 3	\$22.00	\$13.07
District 4	\$24.58	\$13.07

### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

### **Duties Include:**

Install roll and batt insulation, and hardwood floors.

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## CEMENT MASONS AND CONCRETE FINISHERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$19.22	\$10.36
District 2	\$21.73	\$10.51
District 3	\$21.57	\$10.36
District 4	\$19.22	\$10.36

### **Duties Include:**

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$2.95/hr.

>60 mi. base pay + \$4.75/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.41	\$12.20
District 2	\$26.41	\$12.20
District 3	\$26.41	\$12.20
District 4	\$26.41	\$12.20

### **This group includes but is not limited to:**

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	<b>Wage</b>	<b>Benefit</b>
District 1	\$27.20	\$12.20
District 2	\$27.20	\$12.20
District 3	\$27.20	\$12.20
District 4	\$27.20	\$12.20

**Zone Pay:**  
**All Districts**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	<b>Wage</b>	<b>Benefit</b>
District 1	\$28.45	\$12.20
District 2	\$28.45	\$12.20
District 3	\$28.45	\$12.20
District 4	\$28.45	\$12.20

**Zone Pay:**  
**All Districts**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	<b>Wage</b>	<b>Benefit</b>
District 1	\$29.45	\$12.20
District 2	\$29.45	\$12.20
District 3	\$29.45	\$12.20
District 4	\$29.45	\$12.20

**Zone Pay:**  
**All Districts**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.45	\$12.20
District 2	\$30.45	\$12.20
District 3	\$30.45	\$12.20
District 4	\$30.45	\$12.20

**Zone Pay:**  
**All Districts**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**

Cranes, 45 tons up to and incl. 74 tons.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	<b>Wage</b>	<b>Benefit</b>
District 1	\$31.45	\$12.20
District 2	\$31.45	\$12.20
District 3	\$31.45	\$12.20
District 4	\$31.45	\$12.20

**Zone Pay:**  
**All Districts**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	<b>Wage</b>	<b>Benefit</b>
District 1	\$32.45	\$12.20
District 2	\$32.45	\$12.20
District 3	\$32.45	\$12.20
District 4	\$32.45	\$12.20

**Zone Pay:**  
**All Districts**  
0-30 mi. free zone  
>30-60 mi. base pay + \$3.50/hr.  
>60 mi. base pay + \$5.50/hr.

**This group includes but is not limited to:**

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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## CONSTRUCTION LABORERS GROUP 1 / FLAG PERSON FOR TRAFFIC CONTROL

	<b>Wage</b>	<b>Benefit</b>
District 1	\$19.90	\$9.92
District 2	\$18.75	\$9.92
District 3	\$18.75	\$9.92
District 4	\$18.75	\$9.92

**Zone Pay:**  
**All Districts**  
0-15 mi. free zone  
>15-30 mi. base pay + \$0.65/hr.  
>30-50 mi. base pay + \$0.85/hr.  
>50 mi. base pay + \$1.25/hr.

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## CONSTRUCTION LABORERS GROUP 2

	<b>Wage</b>	<b>Benefit</b>
District 1	\$17.64	\$7.54
District 2	\$18.67	\$8.49
District 3	\$17.55	\$7.28
District 4	\$19.14	\$3.76

**Zone Pay:**  
**All Districts**  
0-15 mi. free zone  
>15-30 mi. base pay + \$0.65/hr.  
>30-50 mi. base pay + \$0.85/hr.  
>50 mi. base pay + \$1.25/hr.

**This group includes but is not limited to:**

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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### CONSTRUCTION LABORERS GROUP 3

	<b>Wage</b>	<b>Benefit</b>
District 1	\$20.90	\$9.92
District 2	\$20.90	\$9.92
District 3	\$20.90	\$9.92
District 4	\$20.90	\$9.92

**This group includes but is not limited to:**

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster (excluding all surface preparation work for paint); Sod Cutter-Power and Tamper.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone  
>15-30 mi. base pay + \$0.65/hr.  
>30-50 mi. base pay + \$0.85/hr.  
>50 mi. base pay + \$1.25/hr.

### CONSTRUCTION LABORERS GROUP 4

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.20	\$9.92
District 2	\$21.20	\$9.92
District 3	\$22.44	\$9.92
District 4	\$21.20	\$9.92

**This group includes but is not limited to:**

Hod Carrier\*\*\*; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

\*\*\*Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

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**Zone Pay:**

**All Districts**

0-15 mi. free zone  
>15-30 mi. base pay + \$0.65/hr.  
>30-50 mi. base pay + \$0.85/hr.  
>50 mi. base pay + \$1.25/hr.

### DRYWALL APPLICATORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$22.00	\$13.07
District 2	\$22.00	\$13.36
District 3	\$22.00	\$13.07
District 4	\$22.00	\$13.07

**Duties Include:**

Drywall and ceiling tile installation.

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**Zone Pay:**

**All Districts**

0-30 mi. free zone  
>30-60 mi. base pay + \$4.00/hr.  
>60 mi. base pay + \$6.00/hr.

## ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	<b>Wage</b>	<b>Benefit</b>
District 1	\$29.28	\$13.09
District 2	\$29.23	\$12.83
District 3	\$30.50	\$12.57
District 4	\$32.74	\$13.37

### **Duties Include:**

Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

### **Travel:**

#### **District 1**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-10 mi. free zone
- >10-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

#### **Districts 2 & 3**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

#### **District 4**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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## ELEVATOR CONSTRUCTORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$50.82	\$31.89
District 2	\$50.82	\$31.89
District 3	\$50.82	\$31.89
District 4	\$50.82	\$31.89

### **Travel:**

#### **All Districts**

0-15 mi. free zone  
>15-25 mi. \$40.21/day  
>25-35 mi. \$80.42/day  
>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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## FLOOR LAYERS

### No Rate Established

Lay and install carpet from rolls or blocks on floors.  
Install padding and trim flooring materials.

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## GLAZIERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$18.55	\$2.50
District 2	\$16.20	\$2.50
District 3	\$21.37	\$1.18
District 4	\$21.49	\$2.26

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### Travel and Per Diem:

#### All Districts

No travel or per diem established.

## HEATING AND AIR CONDITIONING

	<b>Wage</b>	<b>Benefit</b>
District 1	\$28.51	\$17.91
District 2	\$28.51	\$17.91
District 3	\$28.51	\$17.91
District 4	\$28.51	\$17.91

### Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

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### Travel:

#### All Districts

0-50 mi. free zone

>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

### Per Diem:

#### All Districts

\$65/day

## INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	<b>Wage</b>	<b>Benefit</b>
District 1	\$28.67	\$19.47
District 2	\$28.67	\$19.47
District 3	\$28.67	\$19.47
District 4	\$28.67	\$19.47

### Duties Include:

Insulate pipes, ductwork or other mechanical systems.

### Travel:

#### All Districts

0-30 mi. free zone

>30-40 mi. \$20.00/day

>40-50 mi. \$30.00/day

>50-60 mi. \$40.00/day

>60 mi. \$45.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

>60 mi. \$80.00/day on jobs requiring an overnight stay plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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## IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$27.21	\$24.54
District 2	\$27.25	\$20.98
District 3	\$27.25	\$20.98
District 4	\$27.25	\$20.98

### Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

### Travel:

#### District 1

0-45 mi. free zone

>45-60 mi. \$35.00/day

>60-100 mi. \$60.00/day

>100 mi. \$80.00/day

### Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

#### Districts 2, 3 & 4

0-45 mi. free zone

>45-85 mi. \$55.00/day

>85 mi. \$85.00/day

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## MILLWRIGHTS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$32.00	\$13.07
District 2	\$32.00	\$13.36
District 3	\$32.00	\$13.07
District 4	\$32.00	\$13.07

### Zone Pay:

#### All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

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## PAINTERS: INCLUDING PAPERHANGERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$19.38	\$7.81
District 2	\$18.60	\$8.76
District 3	\$23.73	\$8.76
District 4	\$19.93	\$9.28

### **Duties Include:**

All surface preparation for paint.

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### **Travel:**

#### **All Districts**

0-120 mi. free zone

>120 mi. \$45.00/day

## PILE BUCKS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$29.00	\$13.07
District 2	\$29.00	\$13.36
District 3	\$29.00	\$13.07
District 4	\$29.00	\$13.07

### **Duties Include:**

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed and direction of swing. Cut piles to grade.

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### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

## PLASTERERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$19.22	\$10.36
District 2	\$21.73	\$10.51
District 3	\$19.22	\$10.36
District 4	\$19.22	\$10.36

### **Duties Include:**

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$2.95/hr.

>60 mi. base pay + \$4.75/hr

## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$28.28	\$14.56
District 2	\$30.17	\$15.83
District 3	\$30.17	\$15.83
District 4	\$31.81	\$17.86

### **Duties Include:**

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

### **Travel:**

#### **District 1**

0-30 mi. free zone  
>30-50 mi. \$25.00/day  
>50-75 mi. \$40.00/day  
>75 mi. \$75.00/day

#### **Special Provision**

If transportation is not provided, mileage at \$0.35/mi. with a separate free zone of 20 miles is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence is required.

#### **Districts 2 & 3**

0-40 mi. free zone  
>40-80 mi. \$35.00/day  
>80 mi. \$85.00/day

#### **Special Provision:**

If employer provides transportation, travel pay will be ½ of the amounts listed above unless the employee stays overnight. If the employee chooses to stay overnight, the employee will receive the full amount of travel listed above even if the employer furnishes transportation.

#### **District 4**

0-70 free zone  
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$100.00/day.

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## ROOFERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.17	\$11.48
District 2	\$23.44	\$ 9.08
District 3	\$19.69	\$ 5.28
District 4	\$20.84	\$ 2.23

### **Travel:**

#### **District 1**

0-50 mi. free zone  
>50 mi. \$0.35/mi.

#### **District 2,**

0-25 mi. free zone  
>25 mi. \$0.35/mi.

#### **District 3**

0-25 mi. free zone  
>25 mi. \$0.35/mi.

#### **District 4**

0-30 mi. free zone  
>30 mi. \$0.25/mi.

### **Per Diem:**

#### **District 1**

\$56.00/day

#### **District 2**

Employer pays for room + \$25.00/day.

#### **District 3**

Employer pays for room + \$25.00/day.

#### **District 4**

\$50.00/day.

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## SHEET METAL WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$28.51	\$17.91
District 2	\$28.51	\$17.91
District 3	\$28.51	\$17.91
District 4	\$28.51	\$17.91

### **Duties Include:**

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air veyer systems, and exhaust systems. All lagging over insulation and all duct lining. Metal roofing.

### **Travel:**

#### **All Districts**

0-50 mi. free zone  
>50 mi.

- \$0.25/mi. in employer vehicle
- \$0.65/mi. in employee vehicle

### **Per Diem:**

#### **All Districts**

\$65.00/day

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## SOLAR PHOTOVOLTAIC INSTALLERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$29.28	\$13.09
District 2	\$25.80	\$11.03
District 3	\$25.51	\$12.57
District 4	\$26.18	\$11.38

### **Travel:**

#### **District 1**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-10 mi. free zone
- >10-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

#### **Districts 2 & 3**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

#### **District 4**

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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## SPRINKLER FITTERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.35	\$19.49
District 2	\$33.35	\$19.49
District 3	\$33.35	\$19.49
District 4	\$32.87	\$10.95

### **Duties Include:**

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

### **Travel:**

#### **All Districts**

- 0-60 mi. free zone
- >60-80 mi. \$19.00/day
- >80-100 mi. \$29.00/day
- >100 mi. \$90.00/day

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## TAPERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$19.38	\$7.81
District 2	\$18.60	\$8.76
District 3	\$23.73	\$8.76
District 4	\$19.93	\$9.28

**Travel:**  
**All Districts**  
0-120 mi. free zone  
>120 mi. \$45.00/day

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## TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$31.13	\$4.71
District 2	\$22.22	\$5.07
District 3	\$22.40	\$5.23
District 4	\$24.13	\$8.74

**Duties Include:**

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment.

**Travel:**  
**All Districts**  
The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

**Per Diem:**  
**All Districts**  
Employer pays for meals and lodging up to \$65.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

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## TILELAYERS, TERRAZZO AND MARBLE FINISHERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$18.82	\$13.38
District 2	\$18.82	\$13.38
District 3	\$18.82	\$13.38
District 4	\$18.82	\$13.38

**Duties Include:**

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

**Travel:**  
**All Districts**  
0-60 mi. free zone  
>60-75 mi. \$30.00/day  
>75-215 mi. \$65.00/day  
>215 mi. \$80.00/day

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## TILELAYERS, TERRAZZO AND MARBLE SETTERS

<b>Wage</b>	<b>Benefit</b>	
District 1	\$26.04	\$13.38
District 2	\$26.04	\$13.38
District 3	\$26.04	\$13.38
District 4	\$26.04	\$13.38

### **Duties Include:**

Apply hard tile, marble, and wood tile to floors, ceilings, and roof decks

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### **Travel:**

#### **All Districts**

0-60 mi. free zone  
>60-75 mi. \$30.00/day  
>75-215 mi. \$65.00/day  
>215 mi. \$80.00/day

## TRUCK DRIVERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$28.88	\$9.42
District 2	\$28.88	\$9.42
District 3	\$28.88	\$9.42
District 4	\$28.88	\$9.42

### **This group includes but is not limited to:**

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

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### **Zone Pay:**

#### **All Districts**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$.485/hr.



SUBSTITUTION REQUEST (PRIOR APPROVAL)

Project Title: \_\_\_\_\_

PPA No: \_\_ - \_\_\_\_

Location: \_\_\_\_\_

Owner: MONTANA STATE UNIVERSITY Bidder (Sub-): \_\_\_\_\_

This request is submitted for the approval of the Architect. Bidder / Sub-Bidder shall submit one request in accordance with Bidders' Instructions and Information for each proposed substitution. All blanks are to be completed.

The material, system, or equipment defined by this Substitution Request is proposed as a replacement for the material, system, or equipment originally specified and defined as follows:

SECTION PARAGRAPH SPECIFIED MATERIAL, SYSTEM, OR EQUIPMENT

PROPOSED SUBSTITUTION: The material, system, or equipment being proposed is defined as follows:

\_\_\_\_\_

- What are the differences between the specified material, system, or equipment and the proposed substitution?
Does the proposed substitution require dimensional changes on the Construction Drawings? (Y/N)
Does the proposed substitution require changes to the Work of other trades? (Y/N)
Is the warranty for the proposed substitution comparable with that of the specified product? (Y/N)

By signing and submitting this request, the Bidder / Sub-Bidder represents that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified material, system, or equipment.

By signing and submitting this request, the Bidder / Sub-Bidder agrees to pay all costs, including architectural and engineering fees, associated with the incorporation of the proposed substitution into the Project.

SUBMITTED BY (BIDDER / SUB-BIDDER) AUTHORIZED AGENT DATE

Received: \_\_\_\_\_
DATE

Architect's Action: [ ] Rejected

[ ] Rejected - For reasons as follows:

\_\_\_\_\_
\_\_\_\_\_

[ ] Approved

[ ] Approved as noted:

\_\_\_\_\_
\_\_\_\_\_

REVIEWED BY (ARCHITECT) AUTHORIZED AGENT DATE



## STANDARD FORM INSTRUCTIONS

To simplify the form and request for payment process, formulas have been inserted in the form. Fields shaded in light blue are formula fields and cannot be manipulated. Please start by completing the top of Page 1 along with the RED outlined fields, then move to Page 2 inserting the necessary detail. **Formulas will pull the detail from Page 2 into Page 1 to correctly calculate payment due.** Don't forget to check your retainage calculation for each request submitted. Retainage is calculated at 5%, which is the default contractual retainage. [Please see the instructions below if you are working under an MSU Bozeman General Services Contract.]

### SUBMISSION

Periodic Estimates for Partial Payment (Form 101) should be submitted with a valid signature at the bottom of Page 1.

With the exception of Final Requests for payment, Faxed or Scanned/Emailed requests for payment are acceptable with a valid signature and date. Faxed Requests should be sent to 406-994-6572 Attn: Accounting. Emailed requests should be sent to [ara.meskimen@montana.edu](mailto:ara.meskimen@montana.edu).

### CONSULTANT APPROVAL

If there is an Architectural Firm (Consultant) assigned to your project their approval is required prior to submitting the request for payment to MSU. Please submit the Periodic Estimate for Partial Payment (Form 101) to the consultant on the project directly, they will route the request for payment to MSU once they have approved it.

### COMPLETE BOTH PAGES

Please complete BOTH pages of the Periodic Estimate for Partial Payment (Form 101). Because both pages are contract documents, **your request can be declined if both pages are not completed.** Also, your amount due is calculated from the detail on Page 2, it will not calculate appropriately without Page 2 completed. (Use the tabs at the bottom of Excel to move between the instructions and both pages)

### FINAL REQUESTS

Final Requests for payment need to be submitted with an original Notorized and Signed Affidavit of Completion (Form 108) Retainage will be held on Final Requests received without an Affidavit of Completion attached or on file.

### RETAINAGE CALCULATION

The retainage field auto calculates the default contract retainage amount of 5%. This field can be overwritten in order for the contractor to request no retainage holding or a reduced retainage holding amount. Please keep in mind that MSU Bozeman reserves the right to make changes to the submitted Periodic Estimate For Partial Payment (Form 101) in keeping with the signed contractual agreement between MSU Bozeman and the contractor.

### GENERAL SERVICE CONTRACT INSTRUCTIONS

If you are a contractor working under an MSU Bozeman issued **General Services** contract. Please **request the electronic version of the GENERAL SERVICES pay request form.**

If you have questions on the [Pay Request Form](#) or need additional information regarding the usage of this form:  
Please Contact:

Ara Meskimen | MSU Bozeman  
[ara.meskimen@montana.edu](mailto:ara.meskimen@montana.edu)  
406-994-5461

If you have questions on [Change Orders, Addendums, Contracts, or other Contract Documents](#) related to your work on campus:  
Please Contact:

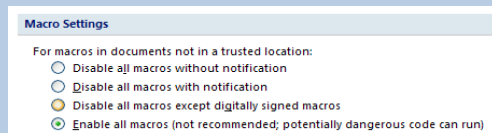
Your Project Manager OR

Rebecca Barney | MSU Bozeman  
[Rebecca.Barney@montana.edu](mailto:Rebecca.Barney@montana.edu)  
406-994-5287

### HINTS:

**Please note:** the Macro Settings for the user computer need to be set at "Enable" in order to run the PRINT and RESET FORM macros.

That can be done by entering the Trust Center for Microsoft Excel and selecting Enable Macros.



\*(Trust Center is on Windows XP and newer versions)

\*(Older versions have the "Enable Macros" setting, however, it is under Security settings)

If you need additional help adjusting these settings do a search under Microsoft Excel Help for "Enable Macros", there you can get step by step instructions for adjusting your macro settings.



**PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

PPA No.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Period From: \_\_\_\_\_ To: \_\_\_\_\_  
 Pay Estimate No.: \_\_\_\_\_

Project Title: \_\_\_\_\_  
 Location: Montana State University

Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

RETAINAGE ADJUSTMENT	
1. Total Retainage to Date:	
2. Less Securities Deposited:	-
3. Retainage Withheld (1 - 2)	-

CONTRACT AMOUNT STATUS	
1. Original Contract Amount:	
2. Net +/- by Change Order: [Pulls from Change Order Summary]	-
3. Contract Amount to Date:	-

CHANGE ORDER SUMMARY			
No.	Date Approved	Additions	Deductions
<b>TOTALS:</b>		-	-
<b>NET TOTAL:</b>			-

CONTRACT STATUS	
1. Work in Place (from next page): [Column D + E Total - Page 2]	
2. Total Work & Stored Material: [Column G Total - Page 2]	
3. Retainage Withheld:	5.0%
4. Total Earned Less Retainage:	-
5. Less Previous Payments (+ 1 % Tax):	-
6. <b>Amount Due This Payment:</b>	-
7. Less 1% State Contractor's Tax: [Contracts > 4999.99]	-
8. <b>Payment Due Contractor:</b>	-

I hereby certify that this submitted request for payment is correct, true and just in all respects and that payment or credit has not previously been received. I further warrant and certify by submission of this request that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the contractor, subcontractors, material suppliers, or other persons or entities and do hereby release the Owner from such.

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
 (Name) Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
 (Consultant)

\_\_\_\_\_  
 (Name) Date: \_\_\_\_\_

Approved by: **State of Montana, Montana State University**  
**Facilities Planning, Design and Construction**

\_\_\_\_\_  
 (Name) Date: \_\_\_\_\_

# WORK IN PLACE/STORED MATERIALS

Project Name: \_\_\_\_\_  
 Location: MONTANA STATE UNIVERSITY

Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_

PPA No.: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Pay Estimate No.: \_\_\_\_\_

A ITEM NO.	B DESCRIPTION OF WORK	C (Contract Amt) SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
1									
PAGE TOTALS		-	-	-	-	-		-	-
GRAND TOTALS									







CONSENT OF SURETY

Project:
Location: Montana State University
PPA No.

TO: Montana State University
Campus Planning, Design & Construction
6TH & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Contractor: Contract Date:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

on bond of (here insert name and address of Contractor)
,Surety Company,
,Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to State of Montana, Owner, as set forth in the said Surety
Company's bond. The Surety agrees to be bound to the warranty period under the same conditions as the
Contractor. The warranty is defined as commencing with Substantial Completion (or with each Substantial
Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year
from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial
Completion or Final Acceptance.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this Day of ,

Surety Company

Signature of Authorized Representative

Attest:
(Seal)

Title



## CONTRACT CHANGE ORDER

Project Name: _____	PPA No.: _____
Location: Montana State University, Bozeman, Montana	Chg. Order No.: _____
Contractor: _____	Date: _____
Address: _____	Phone: _____

The Contractor is hereby directed to make the following changes in the Contract:

Item No.	DESCRIPTION /UNIT/BREAKDOWN/UNIT COSTS <small>(Indicate Critical Path Schedule impact for each Item)</small>	(Indicate Add or Deduct)	COST
	SUBTOTAL (Labor & Materials) =		\$0.00
	(All contractor proposals will show break out of O&P) Overhead & Profit @ _____ =		
	<b>TOTAL COST (This Change Order Only) =</b>		<b>\$0.00</b>

Change In Contract Duration/Time By This Change Order: (No Change) (Increase) (Decrease) BY \_\_\_\_\_ CALENDAR DAYS

NEW CONTRACT COMPLETION DATE: \_\_\_\_\_

**CONTRACT STATUS**

1. Original Contract Amount	
2. Net Change by Previous Change Order(s)	
3. Current Contract Amount (1+2)	\$0.00
4. This Change Order Total Amount	\$0.00
5. New Contract Amount (3+4)	\$0.00
6. Total Cost of All Change Orders to Date (2+4)	\$0.00

JUSTIFICATION FOR CHANGE(S) (To be completed by Architect/Engineer):

Describe the details which mandate the change(s).

JUSTIFICATION FOR COST ADJUSTMENT (To be completed by Architect/Engineer):

Describe the basis used to calculate the cost adjustment.

JUSTIFICATION FOR SCHEDULE ADJUSTMENT (To be completed by Architect/Engineer):

Describe the impact of adjustment(s) to the critical path.

**APPROVALS**

By signature on this change order, the Contractor certifies that this change order is complete and includes all direct costs, indirect costs and consequential items (including additional time, if any) and is free and clear of any and all claims or disputes (including, but not limited to, additional costs, additional time, disruptions, and impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning this change order and on all previously contracted Work and does hereby release the Owner from such.

Approved by Contractor:

(Company)

(Signature)

Recommended by Architect/Engineer:

(Company)

(Signature)

**Surety Consent: SURETY CONSENT IS REQUIRED IF THE TOTAL AMOUNT OF ALL CHANGE ORDERS (LINE 6) EXCEEDS 10% OF THE ORIGINAL CONTRACT AMOUNT.**

*The Surety consents to this Contract Change Order and agrees that its bond or bonds shall apply and extend to the Contract as modified or amended per this Change Order. The principal and the Surety further agree that on or after execution of this consent, the penalty of the applicable Performance Bond and Labor & Material Bond is increased by:*

(\_\_\_\_)

By One Hundred Percent (100%) of ALL Change Orders

Countersigned by Resident Agent:

Surety:

Recommended by: CPDC Project Manager:

(Signature)

Date:

Accepted by:

(Signature)

MSU Campus Planning, Design, & Construction

Date:



CONTRACTOR'S AFFIDAVIT OF COMPLETION
PAYMENT OF DEBTS AND CLAIMS, AND RELEASE OF LIENS

Project Name:
Location: Montana State University
PPA No.:

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the STATE OF MONTANA, acting by and through its DIRECTOR, MONTANA STATE UNIVERSITY, CAMPUS PLANNING, DESIGN & CONSTRUCTION, hereinafter called the Owner, and, hereinafter called the CONTRACTOR, for the above referenced project.

I further certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies, subcontractors, material men, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the CONTRACTOR under the contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the CONTRACTOR releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the contract and authorized changes.

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

This statement is made for the purpose of inducing the OWNER to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained herein.

(Seal)

CONTRACTOR

Four horizontal lines for signature and title.

(Signature)

(Title)

State of Montana
County of

Subscribed and sworn to me this Day of,

(Seal)

NOTARY

Notary Public for the State of Montana
My Commission Expires:



**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Name: \_\_\_\_\_ PPA No. \_\_\_\_\_

Project Address: Montana State University - Bozeman Campus Date: \_\_\_\_\_

TO: Montana State University  
 Campus Planning, Design & Construction  
 6<sup>th</sup> & Grant, PO Box 172760  
 Bozeman, Montana 59717-2760

Architect/Engineer: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contractor: \_\_\_\_\_ Contract Date: \_\_\_\_\_  
 \_\_\_\_\_ Contract Amount: \_\_\_\_\_  
 \_\_\_\_\_

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below is hereby established as: \_\_\_\_\_

BASIC PROJECT INFORMATION <small>(required by Risk &amp; Tort Defense Division)</small>	NEW	REMODEL/RENOVATION
Total Square Footage		
General Construction Material <small>(e.g. masonry, metal panel, wood, etc.)</small>		
Total Construction Cost		
Fire Sprinklers Installed (yes/no)		
Estimated Date of Occupancy <small>(if different from date of Substantial)</small>		
Building Usage:		
Additional Comments:		

**Definition of Date of Substantial Completion**

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect/Engineer, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

\_\_\_\_\_  
Architect/Engineer By Date

The Contractor will complete or correct the Work on the list of items attached hereto within \_\_\_\_\_ days from the above Date of Substantial Completion.

\_\_\_\_\_  
Contractor By Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on (date).

**Montana State University  
Campus Planning, Design & Construction**

\_\_\_\_\_  
Owner By Date

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance will be as follows (use attachments as necessary):



CONSTRUCTION CHANGE DIRECTIVE

Project Name:
Location: Montana State University
Contractor:

PPA No.:

Date:

Change Directive No.: CCD-

Owner: Montana State University
Campus Planning, Design & Construction
6TH & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Architect/Engineer:

The Contractor is directed to proceed as described below. Proceed with this Work promptly. Costs for the Work (if any) involved and change in Contract Time (if any) will be included in a subsequent Change Order.

Description:

Attachments: (insert listing of documents that support description)

The following is based on information provided by the Contractor:

- Change in Contract Sum options: Lump Sum, Unit Price, Estimated Not To Exceed, Fixed, Estimated, Maximum
Change in Contract Time options: Fixed, Estimated, Maximum

Issued by Arch/Eng.:
Accepted by Owner: Montana State University
Accepted by Contractor:





CAMPUS PLANNING, DESIGN & CONSTRUCTION

Sixth Avenue and Grant Street
PO Box 172760 • Bozeman, Montana 59717-2760
Phone: (406) 994-5413 • Fax: (406) 994-5665

REQUEST FOR INFORMATION

Project Title: \_\_\_\_\_
Location: Montana State University

PPA No.: \_\_\_\_\_
RFI No.: \_\_\_\_\_
Date: \_\_\_\_\_

To: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Attention: \_\_\_\_\_

From: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Attention: \_\_\_\_\_

Trades Affected: \_\_\_\_\_

In order to expedite the Work and avoid or minimize delays in the Work the following information is requested. Please return a response by: \_\_\_\_\_ Date Sent: \_\_\_\_\_ Date Received: \_\_\_\_\_

Information Requested:

Response:

Response Date: \_\_\_\_\_ Respondent: \_\_\_\_\_

- Cost Impact
Schedule Impact

This RFI is for clarification only. The contractor shall document the Owner's Representative within 48 hours if he/she feels the response to this RFI constitutes additional work.

- Distribution: Owner, Architect, Engineer, Agency, Contractor, Other



CAMPUS PLANNING, DESIGN & CONSTRUCTION

Sixth Avenue and Grant Street
PO Box 172760 • Bozeman, Montana 59717-2760
Phone: (406) 994-5413 • Fax: (406) 994-5665

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

(Contractor), hereinafter called the Principal, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

Alpha Notation \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ Numeric Notation

to be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with State of Montana, acting by and through its Director, Montana State University, Campus Planning, Design & Construction dated \_\_\_\_\_ and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

Project Title: \_\_\_\_\_
Montana State University
PPA No.: \_\_-\_\_\_\_

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor shall promptly and faithfully perform all of the provisions of the contract, and all obligations thereunder including the specifications, and any alterations provided for, and shall in a manner satisfactory to the State of Montana, complete the work contracted for including any alterations, and shall save harmless the State of Montana from any expense incurred through the failure of the Contractor to complete the work as specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:
Surety is licensed in MT: [ ] Yes [ ] No
Date verified: \_\_\_\_\_
Verified by: \_\_\_\_\_
Montana State University
State of Montana

Contractor: \_\_\_\_\_
(signature)
\_\_\_\_\_
(print name)
\_\_\_\_\_
(date)
Surety: \_\_\_\_\_
(print name)
\_\_\_\_\_
(date)
By: \_\_\_\_\_
(Attorney-in-Fact, seal & signature)
\_\_\_\_\_
(Agency)
\_\_\_\_\_
(Street Address)
\_\_\_\_\_
(Address)
\_\_\_\_\_
(Phone/Fax)



CAMPUS PLANNING, DESIGN & CONSTRUCTION

Sixth Avenue and Grant Street
PO Box 172760 • Bozeman, Montana 59717-2760
Phone: (406) 994-5413 • Fax: (406) 994-5665

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

(Contractor), hereinafter called the Principal, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

Alpha Notation DOLLARS (\$) Numeric Notation

to be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with State of Montana, acting by and through its Director, Montana State University, Campus Planning, Design & Construction dated and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

Project Title:
Montana State University
PPA No.: -

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor shall duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply him or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect and shall save harmless the State of Montana from any expense incurred through the failure of the Contractor to comply.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:
Surety is licensed in MT: Yes No
Date verified:
Verified by:
Montana State University
State of Montana

Contractor: (signature) (print name) (date)
Surety: (print name) (date)
By: (Attorney-in-Fact, seal & signature) (Agency) (Street Address) (Address)



## CERTIFICATE OF FINAL ACCEPTANCE

Project Title: \_\_\_\_\_ PPA NO.: \_\_\_\_-\_\_\_\_  
 Location: Montana State University Date: \_\_\_\_\_

To: Montana State University  
 Campus Planning, Design & Construction  
 PO Box 172760  
 Bozeman, Montana 59717-2760

Architect/Engineer: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contractor: \_\_\_\_\_ Contract Date: \_\_\_\_\_  
 \_\_\_\_\_ Contract Amount: \_\_\_\_\_  
 \_\_\_\_\_

The Work performed under this Contract has been reviewed and found to be complete and has reached Final Acceptance. The Date of Final Acceptance of the Work is defined as the Date Certified by the Architect/Engineer upon which the Work is fully complete in all aspects, **and** which the Owner accepts the Contractor's work as complete. The Date of Final Acceptance of the Project, or portion thereof designated above, is also the basis for commencement of the DURATION of applicable warranties required by the Contract Documents. The Warranty Period is defined in the Contract Documents as commencing with Substantial Completion(s) and continuing for one (1) calendar year from the Date of Final Acceptance. This date shall correspond to the date of the Architect/Engineer's approval on the final pay application unless otherwise agreed upon in writing. In the event of a disparity between the date of the Architect/Engineer's approval and this form, if no other written agreement exists as to the date of final acceptance, this form shall constitute such agreement and it shall govern as the date of Final Acceptance.

Date of Substantial Completion:	Date of Final Acceptance:	Date of Warranty Expiration:

Notes:

\_\_\_\_\_  
 Architect/Engineer By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Contractor By \_\_\_\_\_ Date \_\_\_\_\_

**State of Montana**  
**Montana State University**  
**Campus Planning, Design & Construction**  
 \_\_\_\_\_  
 Owner By \_\_\_\_\_ Date \_\_\_\_\_

**SECTION 011000  
SUMMARY**

1.1 PART 1 - GENERAL

A. Related Documents

1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

B. Project Description

1. The project consists of a complete tear off and re-roof of the MSU, Bozeman Hannon Hall Dormitory. The existing roof is a 35,500 square foot single ply roof membrane, mechanically attached over roughly 4.5" rigid insulation on a concrete deck. The new roof system shall be a fully adhered EPDM single ply membrane with coverboard and insulation. The existing roof mounted equipment to be removed and re-installed with new roof curbs as indicated on the construction drawings.

C. Site Information

1. Scope of work includes, but is not necessarily limited to, the lower and upper roof of the MSU Bozeman Hannon Hall Dormitory.

D. Contracts

1. Contracts shall be under one General Contract and shall include, but not be limited to, all labor, materials, and supervision necessary to furnish and install the Work.

E. Work Sequence

1. The work will be conducted in one (1) phase to provide the least possible interference to the activities of the Owner's personnel and activities.
2. The Contractor will have access to the Hannon Hall roof from the date of receipt of the contract.

F. Contractor Use of Premises

1. Work on this contract is expected to be done during regular working hours Monday through Friday. Any variation from this will require prior approval of the Consultant and Owner.
2. All work must be coordinated with MSU at all times and MSU must be informed about any work impacting campus operations 72 hours or 3 working days in advance of work being conducted and shall require MSU approval.
3. General: Limit use of the premises to construction activities in areas indicated; allow for Owner/MSU occupancy and use by the public. Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
4. Contractor shall conduct all his work in such a manner as to minimize the inconvenience and disruption of MSU's daily schedule.
5. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed.

Conform to site rules and regulations affecting the work while engaged in project construction.

6. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas designated on the drawings. If additional storage is necessary, obtain and pay for such storage off-site.
7. Contractor shall establish a staging area for storage of materials and equipment.
8. The Contractor is to coordinate with MSU for the location of the job site trailer office.
9. Keep driveways and entrances serving the premises clear and available to MSU and MSU's employees, staff and visitors at all times, unless otherwise agreed by MSU. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

G. Parking and Site Access

*(See also Supplemental Conditions of the Contract for Construction.)*

1. MSU Bozeman Vehicle Regulations state: "All students, faculty, staff, and visitors must register any motor vehicle they park on the University campus, for any reason. A visitor is anyone not defined as student, staff or faculty."
2. All Contractor and Contractor employees shall comply with Montana State University parking regulations. MSU parking permits can be purchased at the University Police Office located in the Huffman Building at Seventh Avenue and Kagy Boulevard. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.
3. A maximum of three (3) Contractor Permits (or as agreed with MSU) will be made available to the Contractor for parking of essential vehicles within the designated parking lot (as designated on the Cover Sheet of the Contract Documents). Essential vehicles are vehicles used for delivery of equipment and tools required to be parked in close proximity to the construction area. All allowed vehicles only to be parked on hard surfaced areas within the Staging Area. All other Contractor and Contractor employee vehicles on campus shall be parked in designated parking lots to be agreed with MSU. No personal vehicles shall be parked at the project site in any event. If a driver of a vehicle not allowed to be parked at the project site must unload equipment, tools, or materials, the vehicle must be immediately thereafter move to a designated lot or leave campus.
4. Access and egress to and from the project site shall be from South 6<sup>th</sup> Ave. only as indicated on the construction drawings. In cases where a different route must be used for a specific purpose, permission must be obtained from MSU. Access routes are for delivery of equipment, tools, and materials and not for parking.
5. The site Staging Areas for materials and equipment are designated on the Cover Sheet of the Contract Documents. Staged materials and equipment must be secured on the ground surface or in trailers. Site staging areas shall be fenced in accordance with the Contract Documents. Vehicles in addition to those allowed to be parked may not be used for staging of equipment, tools, or materials.

H. Owner Occupancy

1. Full Owner/MSU Occupancy: The Owner/MSU will occupy the site during the entire construction period. Cooperate with MSU during construction operations to minimize conflicts and facilitate MSU usage. Perform the work so as not to interfere with MSU's operations.

I. Safety Requirements

1. General: The safety measures required by the Contract Documents are not meant to be inclusive. The Contractor shall be solely responsible for safety on a 24-hours-per-day, 7 days-per-week basis and shall take whatever additional measures are necessary to insure the health and safety of the buildings' occupants, or pedestrians at or near the construction site and access routes and of all other persons in all areas affected by the Contractor's activities. Prior to the start of construction, the Contractor is to submit to the Consultant, a detailed written plan specifying the safety procedures that will be followed. Include (but not by way of limitation) the following: Verbiage, size and locations of warning signs; construction sequence as related to safety; use of barricades (type and location); employee policies as related to safety; and delivery of materials as related to safety. Revise the safety plan as required during construction and resubmit to the Owner.
2. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
3. Comply with Federal, State, local, and the Owner's fire, health and safety requirements.
4. Advise MSU whenever work is expected to be hazardous or inconvenient (including objectionable odors) to MSU's employees, students, visitors or the building occupants.
5. Construction materials or equipment shall be placed so as not to endanger the work or prevent free access to all emergency devices or utility disconnects.
6. Maintain the proper rated fire extinguishers within easy access where power tools, sanding or other equipment is being used.
7. The Contractor shall erect and maintain, as required by law, conditions and progress of the work, warning signs, barricades and other reasonable safeguards for safety and protection.

J. Existing Premises Condition

1. The Contractor is responsible for adequately documenting in photos the existing condition of the premises, to include external road surfaces, curbing and landscaped areas, specifically the cleanliness of areas. Any damage to the premises which is found after construction and is not so documented will be the responsibility of the Contractor to repair or replace.

K. Discrepancies in the Documents

1. The Contractor shall bring any discrepancies between any portions of the drawings and specifications to the attention of the Owner and the Consultant in writing. The Owner and Consultant shall review the discrepancy and clarify the intent desired in the Contract Documents. Unless specifically directed otherwise, the Contractor shall be obligated to provide the greater quantity or quality without any change in contract sum or time.

END OF SECTION 011000

**SECTION 012000  
PRICE AND PAYMENT PROCEDURES**

1.1 GENERAL

A. Related Documents

1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

B. Summary

1. This Section specified administrative and procedural requirements governing the Contractor's Applications for Payment.
2. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

C. Schedule of Values

1. Coordinate preparation of the Schedule of Values, Form 100, with preparation of the Contractor's Construction Schedule.
2. Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.
3. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
  - a. Contractor's construction schedule
  - b. Application for Payment form
  - c. List of subcontractors
  - d. Schedule of allowances
  - e. Schedule of alternates
  - f. List of products
  - g. List of principal suppliers and fabricators
  - h. Schedule of submittals
  - i. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
  - j. Sub-Schedules: Where the work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
4. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
  - a. Identification: Include the following project identification on the Schedule of Values:
    - 1) Project name
    - 2) Name of the Architect
    - 3) Project number (PPA No.)
    - 4) Contractor's name and address
    - 5) Date of submittal



- b. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
    - 1) Generic name
    - 2) Related specification section
    - 3) Name of subcontractor
    - 4) Name of manufacturer or fabricator
    - 5) Name of supplier
    - 6) Change Orders (numbers) that have affected value
    - 7) Dollar value
    - a) Percentage of Contract Sum in the nearest one-hundredth percent, adjusted to total 100%
  - c. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
  - d. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
  - e. For each part of the work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that art of the work.
5. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- a. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

D. Applications for Payment

- 1. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- 2. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- 3. Payment Application Forms: Use Montana Form 101 as the form for Application for Payment.
- 4. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

- a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  - b. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
5. Transmittal: Submit one (1) executed copy of each Application for Payment to the Architect by means ensuring receipt within 24 hours, including waivers of lien and similar attachments, when required.
- a. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
6. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
- a. List of subcontractors
  - b. Schedule of Values
    - 1) Contractor's Construction Schedule (preliminary if not final)
  - c. Copies of building permits
    - 1) Copies of authorizations and licenses from governing authorities for performance of the work
  - d. Certificates of insurance and insurance policies (submitted with Contract)
  - e. Performance and payment bonds (submitted with Contract if required)
7. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
8. Administrative actions and submittals that shall proceed or coincide with this application include:
- a. Occupancy permits and similar approvals
  - b. Warranties (guarantees) and maintenance agreements
  - c. Test/adjust/balance records
  - d. Maintenance instructions
  - e. Meter readings
  - f. Start-up performance reports
    - 1) Change-over information related to Owner's occupancy, use, operation and maintenance.
  - g. Final cleaning
    - 1) Application for reduction of retainage, and consent of surety

9. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:
- a. Completion of project closeout requirements
    - 1) Completion of items specified for completion after Substantial Completion
  - b. Assurance that unsettled claims will be settled
    - 1) Assurance that work not complete and accepted will be completed without undue delay
    - 2) Transmittal of required project construction records to Owner

END OF SECTION 01200

## **SECTION 012200**

### **UNIT PRICES**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for unit prices.

##### **1.2 DEFINITIONS**

- A. Unit price is an amount proposed by bidders, a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

##### **1.3 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION**

##### **3.1 LIST OF UNIT PRICES**

**UNIT PRICE  
LIST  
SEE BID  
PROPOSAL**

END OF SECTION 012200

**SECTION 012300  
ALTERNATES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this section. See also *Instructions to Bidders 10.3 Award of Bids*.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for alternates.

**1.3 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

**1.4 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF ALTERNATES**

- A. Description of Alternates  
See Bid Proposal

**END OF SECTION**

**SECTION 012500  
SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

- A. Related Documents
  - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and *Instructions to Bidders*.
  
- B. Substitution Procedures
  - 1. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
  - 2. Substitution Requests: Submit three copies of each request on MSU Substitution Request Form 099 for each consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
    - a. Submit requests in accordance with *Instructions to Bidders*.
    - b. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
  
- C. Architect will review proposed substitutions and notify Contractor of their acceptance or rejection. If necessary, Architect will request additional information or documentation of evaluation.
  - 1. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  
- D. Do not submit unapproved substitutions on Shop Drawings or other submittals.

**END OF SECTION 012500**

## SECTION 013000

### SUBMITTALS

#### 1.1 GENERAL

##### A. Related Documents

1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

##### B. Summary

1. This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:
  - a. Contractor's construction schedule
  - b. Submittal schedule
  - c. Daily construction reports
  - d. Shop Drawings
  - e. Product data
  - f. Samples

Note: All Submittals are to be both print and electronic.

2. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
  - a. Permits
  - b. Applications for Payment
  - c. Performance and payment bonds
  - d. Insurance certificates
  - e. List of Subcontractors

3. The Schedule of Values submitted is included in Section "Applications for Payment".
4. Inspection and test reports are included in Section "Quality Requirements".
5. Unless otherwise instructed by the Owner all submittals shall be directed to Architect/Engineer Consultant of Record. The Contractor's construction schedule, submittal schedule and daily construction reports shall be directed to the Consultant's representative, the State of Montana's representative and MSU's representative. Shop drawings, product data and samples shall be directed to the Consultant's representative.

##### C. Submittal Procedures

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.



- b. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - 1) The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  - c. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
    - 1) Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Consultant will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
    - 2) If an intermediate submittal is necessary, process the same as the initial submittal.
    - 3) Allow two (2) weeks for reprocessing each submittal.
    - 4) No extension of contract time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the work to permit processing.
2. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- a. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
  - b. Include the following information on the label for processing and recording action taken.
    - 1) Project name and PPA Number
    - 2) Date
    - 3) Name and address of Consultant
    - 4) Name and address of Contractor
    - 5) Name and address of Subcontractor
    - 6) Name and address of supplier
    - 7) Name of manufacturer
      - a) Number and title of appropriate Specification Section
      - b) Drawing number and detail references, as appropriate
3. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Consultant using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
- a. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include

Contractor's certification that information complies with Contract Documents requirements.

- b. Transmittal Form: Contractor's standard form.

D. Contractor's Construction Schedule

1. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit both in print and electronically within thirty (30) days of the date established for "Commencement of the Work".
  - a. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
  - b. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate actual completion.
  - c. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
  - d. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.
  - e. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.
  - f. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Consultant's procedures necessary for certification of Substantial Completion.
2. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
3. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.
4. Cost Correlation: At the head of the schedule, provide a two (2) item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
  - a. Refer to Section "Price and Payment Procedures" for cost reporting and payment procedures.
5. Distribution: Following response to the initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with scheduled dates. Transmit electronically and post copies in the project meeting room and temporary field office.
  - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have

completed their assigned portion of the work and are no longer involved in construction activities.

6. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule electronically and in print concurrently with report of each meeting.

#### E. Submittal Schedule

1. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for establishment of the Contractor's construction schedule.
  - a. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products, as well as the Contractor's construction schedule.
  - b. Prepare the schedule in chronological order; include submittals required during the first thirty (30) or sixty (60) days of construction. Provide the following information:
    - 1) Scheduled date for the first submittal
    - 2) Related section number
    - 3) Submittal category
    - 4) Name of subcontractor
    - 5) Description of the part of the work covered
    - 6) Scheduled date for resubmittal
      - a) Scheduled date the Consultant's final release or approval
2. Distribution: Following response to initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
  - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
3. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

#### F. Daily Construction Reports

1. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Consultant at weekly intervals:
  - a. List of subcontractors at the site
  - b. Approximate count of personnel at the site
  - c. High and low temperatures, general weather conditions
  - d. Accidents and unusual events
  - e. Meetings and significant decisions

- f. Stoppages, delays, shortages, losses
- g. Meter readings and similar recordings
- h. Emergency procedures
- i. Orders and requests of governing authorities
- j. Change Orders received, implemented
- k. Services connected, disconnected
- l. Equipment or system tests and start-ups
- m. Partial completions, occupancies
- n. Substantial Completions authorized

G. Shop Drawings

1. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not considered Shop Drawings.
2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
  - a. Dimensions
  - b. Identification of products and materials included
  - c. Compliance with specified standards
  - d. Notation of coordination requirements
  - e. Notation of dimensions established by field measurement
  - f. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11", but no larger than 36" x 48".
  - g. Submittal: Submit electronically and in print for the Consultant's review; Consultant's comments will be returned electronically.
    - 1) One (1) of the prints returned shall be marked-up and maintained as a "Record Document".
  - k. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
  - a. Preparation of coordination drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
  - b. Submit coordination drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

H. Product Data

1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's

installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".

- a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
  - 1) Manufacturer's printed recommendations
    - a) Compliance with recognized trade association standards
    - b) Compliance with recognized testing agency standards
  - 2) Application of testing agency labels and seals
    - a) Notation of dimensions verified by field measurement
  - 3) Notation of coordination requirements
- b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- c. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- d. Submittals: Submit two (2) copies of each required submittal; submit four (4) copies where required for maintenance manuals. The Consultant will retain one (1), and will return the other marked with action taken and corrections or modifications required.
  - 1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- e. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
  - 1) Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
  - 2) Do not permit use of unmarked copies of Product Data in connection with construction.

## I. Samples

1. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  - a. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Consultant's sample. Include the following:
    - 1) Generic description of the sample
    - 2) Sample source
    - 3) Product name or name of manufacturer

- 4) Compliance with recognized standards
  - 5) Availability and delivery time
2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
  - a. Where variation in color, pattern, texture, or other characteristics are inherent in the material or product represented, submit multiple units (not less than three (3)), that show approximate limits of the variations.
  - b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
  - c. Refer to other sections for samples to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
3. Preliminary Submittals: Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
  - a. Preliminary submittals will be reviewed and returned with the Consultant's mark indicating selection and other action.
4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets; one (1) will be returned marked with the action taken.
  - a. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.
    - 1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
    - 2) Sample sets may be used to obtain final acceptance of the construction associated with each set.
5. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the work. Show distribution on transmittal forms.
  - a. Field samples specified in individual sections are special types of samples. Field samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.
    - 1) Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

J. Consultant's Action

1. Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Consultant will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Consultant will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
  - a. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
  - b. Returned for Resubmittal: When submittal is marked "Revise and Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    - 1) Do not permit submittals marked "Revise and Resubmit" to be used at the project site, or elsewhere where work is in progress.
  - c. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action not Required".

END OF SECTION 013000

**SECTION 013100  
PROJECT COORDINATION**

**1.1 GENERAL**

- A. Related Documents
  - 1. Drawings and general provisions of Contract, including General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.
  
- B. Summary
  - 1. This section specifies administrative and supervisor requirements necessary for project coordination including, but not necessarily limited to:
    - a. Coordination
    - b. Administrative and supervisory personnel
    - c. General installation provisions
    - d. Cleaning and protection
  - 2. Field Engineering is included in Section "Field Engineering".
  - 3. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".
  - 4. Requirements for Contractor's Construction Schedule are included in Section "Submittals".
  
- C. Coordination
  - 1. Coordination: Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.
    - a. Provide access to work at all times for inspections by Owner and authorized representatives.
    - b. Provide safe working conditions and protection of completed work.
    - c. Provide barricades and signs.
    - d. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
    - e. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
    - f. Make adequate provisions to accommodate items scheduled for later installation.
    - g. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
      - 1) Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
  - 2. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:



- a. Notify Facilities Services or Campus Planning, Design and Construction of any expected disruptions in service or changes in construction schedule at least 72 hours (3 working days) in advance.
  - b. Preparation of schedules.
  - c. Installation and removal of temporary facilities.
  - d. Delivery and processing of submittals.
  - e. Progress meetings.
  - f. Project close-out activities.
3. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- a. Salvage materials and equipment involved in performance of, but not actually incorporated in, the work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.
- D. Submittals
- 1. Coordinated Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
    - a. Show the interrelationship of components shown on separate shop drawings.
    - b. Indicate required installation sequences.
    - c. Comply with requirements contained in Section "Submittals".
    - d. Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations.
  - 2. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

## 1.2 PROJECT MEETINGS

- A. Related Documents
- 1. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Summary
- 1. This section specifies administrative and procedural requirements for project meetings including but not limited to:
    - a. Pre-construction conference
    - b. Pre-installment conferences
    - c. Coordination meetings
    - d. Progress meetings
- C. Pre-construction Conference
- 1. Schedule a pre-construction conference and organizational meeting.
    - a. Hold meeting at the project site or other convenient location and prior to commencement of construction activities, including the moving of

equipment on to the site. Conduct the meeting to review responsibilities and personnel assignments.

2. Attendees: The Owner, Consultant and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work. Both the Contractor and the Contractor's job foremen shall attend the meeting, along with all subcontractors.
3. Agenda: Discuss items of significance that could affect progress including such topics as:
  - a. Tentative construction schedule
  - b. Critical work sequencing
  - c. Designation of responsible personnel
  - d. Procedures for processing field decisions and Change Orders
  - e. Procedures for processing Applications for Payment
  - f. Distribution of Contract Documents
  - g. Submittal of Shop Drawings, Product Data and Samples
  - h. Preparation of record documents
  - i. Use of the premises
  - j. Office, work and storage areas
  - k. Equipment deliveries and priorities
  - l. Safety procedures
  - m. First aid
  - n. Security
  - o. Housekeeping
  - p. Working hours

D. Pre-Installation Conferences

1. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Consultant of scheduled meeting dates.
2. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
  - a. Contract Documents
  - b. Options
  - c. Related Change Orders
  - d. Purchases
  - e. Deliveries
  - f. Shop Drawings, Product Data and quality control samples
  - g. Possible conflicts
  - h. Compatibility problems
  - i. Time schedules
  - j. Weather limitations
  - k. Manufacturer's recommendations
  - l. Compatibility of materials
  - m. Acceptability of substrates
  - n. Temporary facilities
  - o. Space and access limitations
  - p. Governing regulations

- q. Safety
  - r. Inspection and testing requirements
  - s. Required performance results
  - t. Recording requirements
  - u. Protection
3. The Consultant will record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Consultant.
  4. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.
- E. Coordination Meeting
1. Conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
  2. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
  3. The Consultant will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- F. Progress Meetings
1. Conduct progress meetings at the project site at regularly scheduled intervals. Coordinate with the Owner and Consultant of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
  2. Attendees: In addition to representatives of the Owner and Consultant, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
  3. Agenda: Visit job site to raise specific pending issues prior to meeting. Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
    - b. Review the present and future needs of each entity present, including such items as:
      - 1) Interface requirements
      - 2) Time
      - 3) Sequences
      - 4) Deliveries
      - 5) Off-site fabrication problems
      - 6) Access
      - 7) Site utilization

- 8) Temporary facilities and services
  - 9) Hours of work
  - 10) Hazards and risks
  - 11) Housekeeping
  - 12) Quality and work standards
  - 13) Change Orders
  - 14) Documentation of information for payment requests
4. Reporting: The Consultant shall distribute printed and electronic copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

### **1.3 PRODUCTS (NOT APPLICABLE)**

### **1.4 EXECUTION**

#### **A. General Installation Provisions**

1. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
2. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
3. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
4. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.
5. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Consultant for final decision.
6. Recheck measurements, quantities and dimensions, before starting each installation.
7. Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
8. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
9. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated and in compliance with accessibility requirements. Refer questionable mounting height decisions to the Consultant for final decision.

#### **B. Cleaning and Protection**

1. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

2. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
3. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - a. Excessive static or dynamic loading
  - b. Excessive internal or external pressures
  - c. Excessively high or low temperatures
  - d. Thermal shock
  - e. Excessively high or low humidity
  - f. Air contamination or pollution
  - g. Water or ice
  - h. Solvents
  - i. Chemicals
  - j. Light
  - k. Radiation
  - l. Puncture
  - m. Abrasion
  - n. Heavy traffic
  - o. Soiling, staining and corrosion
  - p. Bacteria
  - q. Rodent and insect infestation
  - r. Combustion
  - s. Electrical current
  - t. High speed operation
  - u. Improper lubrication
  - v. Unusual wear or other misuse
  - w. Contact between incompatible materials
  - x. Destructive testing
  - y. Misalignment
  - z. Excessive weathering
    - aa. Unprotected storage
    - ab. Improper shipping or handling
    - ac. Theft
    - ad. Vandalism

**END OF SECTION 013100**

**SECTION 014000**  
**QUALITY REQUIREMENTS**

1.1 GENERAL

A. RELATED DOCUMENTS

1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division-1 Specification Sections, apply to this Section.

B. SUMMARY

1. This Section specifies administrative and procedural requirements for quality control services.
2. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
3. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
4. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - a. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
  - b. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
  - c. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. RESPONSIBILITIES

1. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those
  - a. Services specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.
  - b. The Contractor shall employ and pay an independent agency, to perform specified quality control services.
  - c. The Owner will engage and pay for the services of an independent agency

to perform inspections and tests specified as the Owner's responsibility. Payment for these services will be made by the Owner.

- d. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
2. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services provide unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
    - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
  3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Associated services required include but are not limited to:
    - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
    - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
    - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
    - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
    - e. Security and protection of samples and test equipment at the Project site.
  4. Owner Responsibilities: The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.
    - a. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
  5. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
    - a. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

- b. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
  - c. The agency shall not perform any duties of the Contractor.
6. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

#### D. SUBMITTALS

- 1. The independent testing agency shall submit a certified written report and electronic copy of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
  - a. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  - b. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
    - 1) Date of issue
    - 2) Project title and number
    - 3) Name, address and telephone number of testing agency
    - 4) Dates and locations of samples and tests or inspections
    - 5) Names of individuals making the inspection or test
    - 6) Designation of the Work and test method
    - 7) Identification of product and Specification Section
    - 8) Complete inspection or test data
    - 9) Test results and in interpretations of test results
    - 10) Ambient conditions at the time of sample-taking and testing
    - 11) Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements
    - 12) Name and signature of laboratory inspector
    - 13) Recommendations on retesting

#### E. QUALITY ASSURANCE

- 1. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
- 2. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State of Montana.



1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. GENERAL

1. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
2. Protect construction exposed by or for quality control service activities, and protect repaired construction.
3. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

**END OF SECTION 014000**

**SECTION 015000**  
**TEMPORARY FACILITIES AND UTILITIES**

1.1 GENERAL

A. RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General Conditions and Supplemental Conditions and other Division-1 Specification Sections, apply to this Section.

B. SUMMARY

1. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
2. Temporary utilities required may include but are not limited to:
  - a. Telephone service
  - b. Electric Service
  - c. Water
  - d. Natural gas
  - e. Sewer
3. Temporary construction and support facilities required may include but are not limited to:
  - a. Field offices and storage sheds.
  - b. Sanitary facilities, including drinking water
  - c. Temporary Project identification signs and bulletin boards
  - d. Waste Disposal services
  - e. Construction aids and miscellaneous services and facilities
4. Security and protection facilities required include but are not limited to:
  - a. Temporary Security Fencing
  - b. Temporary fire protection
  - b. Barricades, warning signs, lights
  - c. Environmental protection

C. QUALITY ASSURANCE

1. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
  - a. Building Code requirements
  - b. Health and safety regulations
  - c. Utility company regulations
  - d. Police, Fire Department and Rescue Squad rules
  - e. Environmental protection regulations
2. Standards: Comply with NFPA Code 241, "Building Construction and

Demolition Operations" and ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".

#### D. PROJECT CONDITIONS

1. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

### 1.2 PRODUCTS

#### A. MATERIALS

1. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
2. Water: Provide potable water approved by local health authorities.
3. Open-Mesh Fencing: Provide 11-gauge, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1 1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

#### B. EQUIPMENT

1. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
2. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.
3. Electrical Outlets: Provide properly configured NEA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
4. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
5. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
6. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
7. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent

material.

9. First Aid Supplies: Comply with governing regulations.
10. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
  - a. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

### 1.3 EXECUTION

#### A. INSTALLATION

1. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work and Owner's operations. Relocate and modify facilities as required.
2. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

#### B. TEMPORARY UTILITIES

1. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Provide cellular telephone, operational and on site at all times.

#### C. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

1. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access and minimal interruption to Owner's operations.
  - a. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
2. Field Offices: The Contractor, at his option, shall provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
  - a. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table and plan rack and a 6-shelf bookcase.
  - b. Equip with a water cooler and private toilet complete with water closet, lavatory and mirror-medicine cabinet unit.
3. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved,

including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

4. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
  - a. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
5. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
6. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
  - a. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
7. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.
  - a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7 to 13 deg C).
8. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg. F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner. Do not use University trash containers for any reason.

#### D. SECURITY AND PROTECTION FACILITIES INSTALLATION

1. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - (a) Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
3. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel

pipe posts, 1 1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

4. Barricades, Warning Signs and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
5. Do not remove temporary security and protection facilities until Substantial Completion, or longer as requested by the Architect.
6. Temporary Fire Protection: Install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
  - a. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - b. Store combustible materials in containers in fire-safe locations.
  - c. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
  - d. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
7. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

#### E. OPERATION, TERMINATION AND REMOVAL

1. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
2. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
3. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
  - a. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

END OF SECTION 015000

## SECTION 01 60 00 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to this section.

#### 1.2 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
- C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract. Substitutions only allowed for products when more than one manufacturer is indicated.
  - 1. Submit two (2) copies of each request for product substitution. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.
  - 2. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
  - 3. Owner will review the proposed substitution and notify Contractor of its acceptance or rejection.

### PART 2 - PRODUCTS

#### 2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.



B. Select products as follows:

1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.

C. Unless otherwise indicated, Owner will select color, pattern, and texture of each product from manufacturer's full range of options.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 60 00

## SECTION 173000 EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division-1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
  2. Installation of the Work.
  3. Cutting and patching.
  4. Coordination of Owner-installed products.
  5. Progress cleaning.
  6. Starting and adjusting.
  7. Protection of installed construction.
  8. Correction of the Work.
- B. Related Requirements:
1. Section 011000 "Summary" for limits on use of Project site.

#### 1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Consultant of locations and details of cutting and await directions from Consultant before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or those results in increased maintenance or decreased operational life or safety.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Consultant's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Consultant for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a written and email request for information to Consultant.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, promptly notify Consultant by email and in writing.
  - 1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 2. Inform installers of lines and levels to which they must comply.
  - 3. Check the location, level and plumb, of every major element as the Work progresses.
  - 4. Notify Consultant when deviations from required lines and levels exceed allowable tolerances.
- B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Consultant.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Consultant, and in compliance with accessibility requirements.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond- core drill.
  4. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste.
  4. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
1. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through

the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION 017300**

**SECTION 017320  
WASTE MANAGEMENT**

PART 1 - GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

Owner requires that this project generate the least amount of trash and waste possible. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration and shall be recycled:

Aluminum and plastic beverage containers.

Corrugated cardboard.

Wood pallets.

Clean dimensional wood: May be used as blocking or furring.

Land clearing debris, including brush, branches, logs, and stumps.

Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.

Methods of trash/waste disposal that are **not** acceptable are:

Burning on the project site.

Burying on the project site.

Dumping or burying on other property, public or private.

Other illegal dumping or burying.

Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 DEFINITIONS

Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

Non-hazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

Return: To give back reusable items or unused products to vendors for credit.



**SECTION 017320  
WASTE MANAGEMENT**

Reuse: To reuse a construction waste material in some manner on the project site.

Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

Toxic: Poisonous to humans either immediately or after a long period of exposure.

Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**1.3 WASTE MANAGEMENT PLAN IMPLEMENTATION**

Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and the Architect.

Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

Meetings: Discuss trash/waste management goals and issues at project meetings, including the Pre-bid meeting, Pre-construction meeting and regular job-site meetings.

Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.

As a minimum, provide:

Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.

Separate dumpsters for each category of recyclable.

Recycling bins at worker lunch area.

Provide containers as required.

Provide adequate space for pick-up and delivery and convenience to subcontractors.

Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 017320

**SECTION 017400  
WARRANTIES AND BONDS**

1.1 GENERAL

A. RELATED DOCUMENTS

1. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division-1 Specification Sections, apply to this Section.

B. SUMMARY

1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
  - a. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
  - b. General closeout requirements are included in Section "Project Closeout."
  - c. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
  - d. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
2. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

C. DEFINITIONS

1. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
2. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

D. WARRANTY REQUIREMENTS

1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with

requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
5. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

#### E. SUBMITTALS

1. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - a. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate items and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
  - a. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.
3. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
  - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a

typed description of the product or installation, including the name or the product, and the name, address and telephone number of the installer.

- b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

## 1.2 PRODUCTS (NOT APPLICABLE)

## 1.3 EXECUTION

### A. SCHEDULE OF WARRANTIES

1. Schedule: Provide warranties and bonds on products and installations as specified in the appropriate Sections.

**END OF SECTION 017400**

**SECTION 017700  
PROJECT CLOSEOUT**

**1.1 GENERAL**

**A. RELATED DOCUMENTS**

1. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division-1 Specification Sections, apply to this Section.

**B. SUMMARY**

1. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
  - a. Inspection procedures
  - b. Project record document submittal
  - c. Operating and maintenance manual submittal
  - d. Submittal of warranties
  - e. Final cleaning
  - f. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions - 2 through - 33.

**C. SUBSTANTIAL COMPLETION**

1. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - 1) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - b. Advise Owner of pending insurance change-over requirements.
  - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - d. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  - e. See the *Supplemental Conditions of the Contract for Construction* 3.11 for Documentation and As-Built Conditions, and the *Project Closeout Checklist: Contractor Requirements*. Submit maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
  - f. Deliver tools, spare parts, extra stock, and similar items.
  - h. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
  - i. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

2. Inspection Procedures: On receipt of a request for inspection, the Consultant will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
  - a. The Consultant will repeat inspection when requested and assured that the Work has been substantially completed.
  - b. Results of the completed inspection will form the basis of requirements for final inspection.

D. FINAL ACCEPTANCE

1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
  - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - c. Submit a certified copy of the Consultant's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Consultant.
  - e. Submit consent of surety to final payment.
  - f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
2. Re-inspection Procedure: The Consultant will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Consultant.
  - a. Upon completion of re-inspection, the Consultant will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  - b. If necessary, re-inspection will be repeated.

E. RECORD DOCUMENT SUBMITTALS

1. **See also the *Supplemental Conditions of the Contract for Construction 3.11 for Documentation and As-Built Conditions, and the Project Closeout Checklist: Contractor Requirements.***
2. General: Do not use record documents (red-line markups) for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Consultant's reference during normal working hours.
3. Record Drawings (Red-lined): Maintain two clean, undamaged sets of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the sets to show the red-line changes during the course of construction with actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the

corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

- a. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  - b. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
  - c. Note related Change Order numbers where applicable.
  - d. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
4. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
- a. Upon completion of the Work, submit record Specifications to the Consultant for the Owner's records.
5. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record drawings and Specifications.
- a. Upon completion of mark-up, submit (3) complete sets of record Product Data to the Consultant for the Owner's records.
6. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Consultant and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area
7. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Consultant for the Owner's records.
8. Maintenance Manuals: Provide one (1) draft copy for review. Provide **two (2)** final paper copies and one electronic pdf file prior to final completion. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 3-inch, 3 ring vinyl-covered binders **MSU will supply specific binders. Contact CPDC at 406/994-5413.** Mark appropriate identification on front and spine of each binder. Include the following types of information; and others as specified in other Divisions:
- a. Emergency instructions
  - b. Spare parts list
  - c. Copies of warranties
  - d. Wiring diagrams

- e. Recommended "turn around" cycles
- f. Inspection procedures
- g. Shop Drawings and Product Data
- h. Fixture lamping schedule
- i. List of final color and material selections

F. WARRANTIES AND BONDS

1. SUMMARY

- a. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1) Refer to the General Conditions and Supplemental Conditions for terms of the Contractor's special warranty of workmanship and materials.
  - 2) General closeout requirements are included in Section "Project Closeout."
  - 3) Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
  - 4) Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

2. DEFINITIONS

- a. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- b. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

3. WARRANTY REQUIREMENTS

- a. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- b. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- c. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is



responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

- d. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1) Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- e. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

#### 4. SUBMITTALS

- a. Submit written warranties to the Consultant prior to the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.
  - 1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Consultant within fifteen days of completion of that designated portion of the Work.
- b. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- c. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
  - 1) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name or the product, and the name, address and telephone number of the installer.
  - 2) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
- e. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

## 1.2 EXECUTION

### A. CLOSEOUT PROCEDURES

1. Functional Demonstration: Demonstrate proper operation of all systems to Consultants and Owners representative prior to request for substantial completion. Coordinate schedule with Consultant.
2. Operating and Maintenance Instructions: Provide two (2) duplicate training sessions for each MSU trade group responsible for systems installed under this project. Coordinate schedule with Owner. Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
  - a. Maintenance manuals
  - b. Record documents
  - c. Spare parts and materials
  - d. Tools
  - e. Lubricants
  - f. Fuels
  - g. Identification systems
  - h. Control sequences
  - i. Hazards
  - j. Cleaning
  - k. Warranties and bonds
    - 1) Maintenance agreements and similar continuing commitments

**END OF SECTION 017700**

**SECTION 017839**  
**PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. See also General Conditions and Supplemental Conditions of the Contract for Construction.
- B. **See the *Supplemental Conditions of the Contract for Construction 3.11 for Documentation and As-Built Conditions, and the Project Closeout Checklist: Contractor Requirements***
- C. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- D. Related Requirements:
  - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings (Redline Markups): Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Submittal:
      - 1) Submit two for review paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
      - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one set(s) of prints.
      - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy or annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy or annotated PDF electronic files and directories of each submittal.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name and PPA Number.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

### 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file, paper copy, or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

**END OF SECTION 017839**

## TREE PROTECTION GUIDELINES

### PART 1 - GENERAL

#### 1.0 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General conditions, Supplementary Conditions, apply to work of this section.

#### 1.1 DESCRIPTION

The work in this section includes protection, trimming and maintenance of existing trees, shrubs and groundcover that are affected by execution of the Contract Documents, whether temporary or permanent construction.

- A. The Contractor assumes responsibility for all coordination of work within the Critical Root Zone (CRZ) of protected trees.
- B. Plant protection applies to all trees to remain within the Limit of Work as well as those, which are adjacent to the Limit of work and could be affected by new construction. Work to include:
  - 1. Protection of existing trees and indicated vegetated areas.
  - 2. Watering of existing trees and vegetated areas to be protected.
  - 3. Maintenance of existing and newly installed tree and vegetation protection elements including but not limited to fencing, organic bark mulch, landscape fabric, cabling, and signage.
  - 4. Pruning of existing trees to be protected
  - 5. Removal of pruning debris and other excess material not used. On-site chipping and re-use of pruned material is encouraged.
- C. Contractor shall perform all tree protection installation and removal, and any necessary pruning work required for construction under the supervision of the Owner.

#### 1.2 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 01500 – Temporary Facilities and Controls
- B. Section 02235 – Site Clearing

- C. Section 02300 - Earthwork
- D. Section 02810 - Irrigation System
- E. Section 02900 - Landscaping
- F. Section 02935 – Lawns and Grass

### 1.3 DEFINITIONS

- A. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.
- B. Drip Line: The areas encompassing the base of the tree as delineated by an imagined vertical line drawn from the farthest extent of the branches to the ground.
- C. Diameter at Breast Height (DBH): Diameter at breast height as measured at four and one-half feet (4'-6") above the existing grade at the base of the tree.
- D. Critical Root Zone (CRZ): An area up to one and one-half the radius of the drip line of the tree.

### 1.4 REFERENCED STANDARDS

- A. *ANSI Z60.1: American Standard for Nursery Stock*, latest edition, American National Standards Institute.
- B. *Hortus Third: A Concise Dictionary of Plants Cultivated in the United States & Canada*, Staff of the L.H. Bailey Hortorium, Cornell University, 1999.
- C. *ASTM C33: Specification for Concrete Aggregate*, American Society of Testing Materials.
- D. Alex Shigo, *Tree Pruning*, Shigo & Tree Associates, LLC, 1989.
- E. *Guide for Plant Appraisal*, latest edition, Council of Tree and Landscape Appraisers.
- F. *Species Ratings and Appraisal Factors Guide*, latest edition, International Society of Arboriculture, Rocky Mountain Chapter.
- G. *ANSI A300: Standards for Tree Care Operations*, American National Standards Institute.

- H. International Society of Arboriculture Best Management Practices publications
- I. An Illustrated Guide to Pruning, 2<sup>nd</sup> Edition, Gilman, Delmar, 2002.

#### 1.5 QUALITY ASSURANCE

- A. Tree Service Firm Qualifications: An experienced tree service firm with a minimum of five years of experience that has successfully completed tree protection and trimming work similar to that required for this project.
- B. Arborist Qualifications: An arborist certified by ISA or licensed in the jurisdiction where the project is located.
- C. Tree Pruning Standard: Comply with ANSI A300 (Part 1), “Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning).”
  - 1. Owner’s representative shall be notified 24 hours in advance of all pruning, thinning and tree protection work.
- D. Pre-Construction Conference: Conduct conference at project site to comply with requirements in ANSI A300 Division 1, Section “Project Management and Coordination.”
  - 1. Before tree protection and trimming operations begin, meet with representatives of authorities having jurisdiction, Owner’s Arborist, Landscape Architect, consultants, and other concerned entities to review tree protection and trimming procedures and responsibilities.

#### 1.6 SUBMITTALS

- A. Product Data: For each type of product indicated below.
- B. Product samples:
  - 1. Tree protection area signage.
  - 2. Cabling materials.
  - 3. Landscape fabric.
  - 4. Organic bark mulch.
- C. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that are affected by construction.



- D. Tree Protection Plan: Contractor shall submit a tree protection plan that confirms that use of the tree protection fencing plan provided in the Contract Documents. Contractor shall notify the Owner of all work activities within the CRZ of trees to be protected, anticipated work methods, proposed tree and root avoidance techniques, and Arborist's on-site confirmation of CRZ for each tree.

## 1.7 JOB CONDITIONS

- A. Site Work Restrictions: In order to prevent excessive soil compaction and destruction of soil structure, no site work will be performed in cases where equipment or traffic must pass over wet soils or if wet soils must be handled or manipulated within the Tree Protection Zone in order for the work to progress. Wet soil is defined as any soil within 85 percent of field capacity (saturation).
- B. Utilities
  - 1. Utility locates are required prior to digging and any construction activities.
  - 2. Coordinate work with Owner, including irrigation manager, in order to prevent damage to underground sprinkler system.

## 1.8 MAINTENANCE

- A. Water will be available on site. Provide necessary hoses and other watering equipment required to complete work.
- B. Maintain existing plantings and trees by watering, cultivating, weeding, and spraying as necessary to keep landscape in a vigorous, healthy condition.
- C. Coordinate watering schedules with irrigation contractor during installation and until final acceptance. Provide deep root watering to newly installed trees.

## PART 2 – PRODUCTS

### 2.0 MATERIALS

- A. Topsoil Depth: Natural or cultivated surface-soil layer containing composted organic matter and sand, silt and clay particles; friable, pervious, and black or darker shade of brown, gray or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than two inches in diameter; and free of weeds, roots and toxic and other non-soil materials.
- B. Filter Fabric: Manufacturer's standard, non-woven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.

- C. Chain-Link Fence:
1. Fencing shall be galvanized chain link as specified below, six feet minimum height. Plastic fencing and wood stakes, or snow fencing are not acceptable.
  2. Includes posts, braces, supports and mesh that may be salvaged materials or other used material to form a minimum six foot high enclosure.
  3. Posts shall be a minimum diameter of 1-1/2-inch steel pipe.
  4. Mesh shall be two inches by two inches by 11 gauge minimum chain link fabric.
  5. Use of concrete or metal post piers is permitted.
- E. Signage: Provide weather resistant 8-1/2 inches by 11 inches fluorescent green or yellow signs that identify Tree Protection Zone and list restrictions.
- F. Cabling: Cabling materials shall meet the ANSI A300 standards for cabling of trees.
- G. Tree Tags: Rack track shaped aluminum engraved numbered tags.
- H. Organic Mulch: Shall be free from weed seed, sawdust and splinters and shall not contain resin, tannin, wood fiber or other compounds detrimental to plant life. Bagged mulch shall have moisture content not in excess of 22%. Bulk mulch shall have a size range of ½ inch to 1-1/4 inch with a maximum of 20% passing a ½ inch screen. Re-use of organic debris generated during the project is encouraged.
- I. Mycorrhizae Fungal Inoculants: “mycogrow gel” as manufactured by Fungi Perfecti, Olympia, WA, 1-800-780-9162, or approved alternate.
- J. Slow Release Fertilizer: Osmocote Plus, 15-9-12, or approved alternate.
- K. Anti-Desiccant: Protective film emulsion for protection of plant surfaces during transport. Permeable to permit transpiration, as manufactured by Wilt Pruf, Inc., P.O. Box 4280, Greenwich, Connecticut, 06830, or approved alternate. Mixed and applied in accordance with manufacturer’s instructions.
- L. Staking and Guying
1. Tie Wire: 12-gauge, galvanized wire
  2. Metal posts: 8’-0” t-stakes

## **TREE PROTECTION**

3. Nylon strap: three inches wide, 12 inches long white or black nylon strap with one ½” brass grommet in each end or Landscape Architect approved equivalent.

### PART 3 - EXECUTION

#### 3.0 INSTALLATION OF TREE PROTECTION FENCING

- A. Prior to the start of any construction activity install temporary fencing at the designated tree protection zones to protect existing trees and vegetation to remain from construction damage. Maintain temporary fence and remove when construction (including irrigation and planting) is complete. Owner shall approve fence installation prior to mobilization of the site.
  1. Install chain-link fence according to ASTM F 567 and manufacturer’s written instructions. All fencing to be locked securely and only entered with owner’s permission and in consultation with the Owner’s Arborist.
  2. Place concrete or metal piers to minimize pedestrian and vehicle circulation and landscape impacts.
  3. Provide diagonal bracing to vertical posts at corners of enclosures and wherever needed to ensure rigidity of the fencing.
  4. If chain link fabric is used versus chain link panels the chain-link fabric shall be tight to grade at the bottom edge and stretched uniformly between posts. Top of fabric shall be a minimum of six feet above grade. Install fabric to form completely closed area around tree(s). Attach fabric to posts 12 inches on center with 11 gauge wire ties securely fastened, or with bolted ring clips and to top rail not over three feet on center.
- B. Fencing shall be installed as follows: In the vicinity of coniferous trees, fenced area shall include an area of a radius from the trunk equal to one and one-half times the radius of the drip line of the tree. In the vicinity of deciduous trees, fenced area shall include an area of a radius from the trunk equal to one and one-half times the radius of the drip line of the tree. For areas with shrubs plants, fenced area shall include the entire edge of the planted area.
- C. Area within tree protection fencing must be mulched with organic bark mulch to a depth of four inches.

- D. Attach orange flag strips 12 inches long at three feet on center along the fence, five feet above grade.
- E. Place tree protection signs at thirty-foot intervals along fence with a minimum of one sign if the fence is less than 30 feet in length.

### 3.1 FENCE MAINTENANCE AND REMOVAL

- A. Maintain fence in specified location and in good condition until completion of site operations and of delivery of equipment and material, except where directed otherwise in writing by Owner's representative.
- B. Fencing shall be immediately repaired when damaged.
- C. Remove protection fencing at Substantial Completion.

### 3.2 USE OF AREA WITHIN FENCE

- A. Do not use area within fence for operation, storage, vehicles, or foot traffic. Contractor shall notify Owner's representative 24 hours in advance of the need to move a tree protection fence or access inside of it.
- B. Do not alter grades within the required protective fence line except as directed during the fine grading operations at the conclusion of site development.
- C. Control soil moisture within the protected area. Prevent flooding, ponding, erosion, or excessive wetting of the soil and root systems caused by dewatering operations. Protect root areas from leachate, concrete, oil, fuel, lubricating oil, and from other contaminants.

### 3.3 USE OF AREA ADJACENT TO FENCE

- A. Do not store materials potentially harmful to tree roots within 20 feet of protected areas. Potentially harmful materials include, but are not limited to petroleum products, cement and concrete materials, cement additives, lime, paints coating, waterproofing agents, from coatings, detergents, acids, and cleaning agents.
- B. Notify owner's representative of all heavy equipment work to be performed within the CRZ.
  - 1. Tie-back all flexible limbs and branches, which may be damaged during construction, under the direction of the Owner's representative.
  - 2. Use compaction mitigation strategies such as planking, mulch, or plating as directed by the Owner's representative.

## **TREE PROTECTION**

### 3.4 DAMAGES FOR LOSS OR INJURY TO TREES

- A. Trees removed or damaged and deemed unviable, during demolition or construction, are to be replaced following consultation with Owner's Arborist or Owner's representative.
- B. Trees removed during demolition or construction are to be replaced following consultation with Owner's Arborist or Owner's Representative. Appraised values of existing trees have been determined according to industry standards and will be provided by the Owner if applicable.
- C. Contractor is to replace any and every tree lost or irreparably damaged as a result of failure of the Contractor to protect or to adequately maintain existing trees. Trees that fail to fully foliate in the spring following completion of construction operations may be presumed to have been lost due to construction operations.
- D. In the event of injuries to the crown, trunk or root system of any tree to remain that are the result of the Contractor's failure to protect and/or maintain such tree, the Owner's Representative may elect to retain the tree and hold the Contractor liable for compensation.
- E. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to Owner's Arborist's written instructions. Work required by the Owner's Arborist shall be performed by the Contractor at no additional cost to the Owner.
- F. Trees, which are removed without authorization, shall be replaced with a tree of the same size and species. If a tree of the same size and species is not available the Owner's Representative shall provide alternatives. If a tree cannot be replaced because the size exceeds the maximum which can be relocated using latest technology, the Contractor shall compensate the Owner at amount equal to the appraised value.
- G. Should replacement work of large trees be required as a result of Contractor's failure to protect or maintain trees, a subcontractor specializing in relocating large trees shall conduct all replacement work. Submit qualifications of tree relocation Contractor to the Owner's Representative. The cost of the subcontractor will be at the Contractor's expense.
- H. Completely remove and dispose of any tree killed or irreparably damaged as a result of Contractor's failure to protect or maintain trees. Remove those trees damaged or killed as a result of vandalism, natural acts or other causes. Removal and disposal shall include stumps and roots to a depth of two feet below finished grade.

### **TREE PROTECTION**

### 3.5 PRUNING OF EXISTING TREES

- A. Limbs and branches that have been broken shall be cut off cleanly above the nearest crotch in accordance with International Society of Arboriculture (ISA) standards. Cut limbs and branches greater than one-half inch in diameter. Sterilize equipment with alcohol prior and during trimming and pruning operation. All pruning of damaged trees shall be carried out to the complete satisfaction of the Owner's Representative.
- B. The Contractor shall provide a ISA certified professional to assess and recommend treatment of any damage to trunks or major limbs three inches in diameter or over.
- C. All existing trees to be saved shall be limbed and pruned by a ISA certified Arborist. Limbs shall be pruned to ensure safety and promote health of the tree. Inform the Owner's Representative prior to commencement of pruning.

### 3.6 EXCAVATION

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within Tree Protection Zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots. Work shall be performed under the supervision of the Owner's representative.
  - 1. Redirect roots into backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately three inches back from new construction.
  - 2. Do not allow exposed roots to dry out before placing permanent backfill. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with approved soil.
    - a. Straw Mulch: Thoroughly wet excavated sub-grade where roots of existing trees to remain have been exposed. Apply four inches of wet organic bark mulch on horizontal area and wet burlap mats along exposed trench sides.

## **TREE PROTECTION**

- b. Watering and Maintenance: Thoroughly and evenly water protected areas at a rate not to exceed two inches per hour during dry periods. Coordinate water procedures and schedules with the Owner's Representative or the Project Manager. Maintain root protection procedures throughout the term of the Contract, as required.
- D. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
  - 1. Root Pruning: Do not cut roots larger than 1" without notifying Owner's representative; Cut roots smaller than 1" in accordance with ISA standards.

### 3.7 POST CONSTRUCTION TREE MAINTENANCE

- A. Ensure that existing trees remaining on the project site shall be in as good condition at completion of the work as at the commencement of the work. If such a condition does not exist at the completion of the work, assume responsibility to provide corrective actions or replacement with new material as directed by the Owner's Representative.

**END**

**TREE PROTECTION**

## DEMOLITION

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 0000 - General Requirements, Contractor's use of site and premises, Site Fences, security, protective barriers.
- B. Section 07 0150.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.

#### 1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

#### 1.04 SUBMITTALS

- A. See Section 01 000 - General Requirements, for submittal procedures.
- B. Site Plan: Showing:
  - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.

#### 1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
  - 1. Minimum of 40 hours of documented experience in Asbestos regulation training for the project Superintendent.
  - 2. Minimum of 8 hours of documented experience in Asbestos regulation training for the workers removing roofing materials.

### PART 3 EXECUTION

#### 2.01 SCOPE

- A. Remove the entire building roof system down to concrete roof deck. Roofing system and elements to be removed are as follows:
  - 1. Single-ply membrane
  - 2. Cover Board
  - 3. Rigid insulation
  - 4. Bitumen membrane
- B. Remove all Asbestos Containing Materials as identified in following Inspection Report.
  - 1. Provided by: Environmental Solutions, LLC
  - 2. Date provided: 12/17/2016
  - 3. Contact: Sonia Rogers, 406.579.1441
- C. Remove other items indicated, for salvage, relocation, and reinstallation.

#### 2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary chain link barriers and security devices.



4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  5. Do not close or obstruct roadways or sidewalks without permit.
  6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
- D. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

### **2.03 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
1. Verify that construction and utility arrangements are as indicated.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  2. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  2. See Section 01 0000 for other limitations on outages and required notifications
  3. Verify that abandoned services serve only abandoned facilities before removal.
  4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
1. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  2. Repair adjacent construction and finishes damaged during removal work.
  3. Patch as specified for patching new work.

### **2.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; do not burn or bury.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**



# ASBESTOS SAMPLING REPORT

## SAMPLING REQUESTED BY

Montana State University – Bill Mackin  Owner (if not owner list below)  
 Name

PO Box 172760  Architect/Engineer  
 Mailing Address

Bozeman MT 59717 Gallatin  Contractor  
 City State Zip County

406-994-6377  Building Manager  
 Phone Number Fax Number

[bmackin@montana.edu](mailto:bmackin@montana.edu)  Other: Project Manager  
 E-Mail Address

## SITE INFORMATION

## REASON FOR INSPECTION?

Commercial  Residential  Educational  State/Federal  Renovation

MSU Hannon Hall  Demolition  
 Building Name / Site

Montana State University  Controlled Burn  
 Address

Bozeman MT 59717 Gallatin  Relocation  
 City State Zip County

Scope of Work: Asbestos sampling/inspection of roofing materials that have  Other:  
 been identified to be removed and replaced during summer break. Includes the  
 upper roof and lower roof.

## SAMPLING INFORMATION

Date of Inspection: 02/10/16 Sampled By: Sonia Rogers / MTA# 3150 / Exp.09-13-16

Number of Materials Sampled: 4 Total Number of Samples Collected: 10

\*Materials were collected wet to avoid dust generation and placed into Ziploc bags for transport. Bulk samples were assigned sample numbers and entered on the sample summary / chain of custody forms. **For sample identification and location, please see the attached Environmental Solutions Sample Summary Form.**

Is Asbestos Present:  Yes  No No. of Positive Materials: 1

Samples Submitted To: EMSL Laboratories, Raleigh, NC (NVLAP #200671-0)

NOTE: Laboratory Results and Chain of Custody documents are enclosed.

Samples Transmitted VIA:  Fed-Ex  USPS  UPS  Other:

## RECOMMENDATIONS

Friable Asbestos Containing Materials (ACM) = RACM (Regulated Asbestos Containing Material):

Friable materials are regulated materials by definition and must be removed prior to demolition or disturbance. These materials are easily crumbled and create hazardous dusts when disturbed. The removal must be done according to local, state, and federal regulations.

Non Friable Category I Asbestos Containing Materials (ACM):

Non friable materials that will NOT become friable or release asbestos fibers when disturbed or demolished are placed into Category I Non Regulated ACM. These materials DO NOT have to be removed prior to demolition **if** "in the opinion of the inspector" the materials will not release fibers during the process. If the inspector believes the material will release asbestos dust the Category I material becomes Regulated ACM (RACM) and must be removed prior to remodel or demolition. All materials removed or included in the wet remodel/demolition must be disposed of as asbestos containing material.

Non Friable Category II Asbestos Containing Materials (ACM):

Category II Non Friable ACM that will become friable during demolition must be abated prior to remodel or demolition. This process must be supervised by a competent asbestos person. All materials removed or included in the wet demolition/remodel must be disposed of as asbestos containing material.

\* For material designation, please see the attached Environmental Solutions Sample Summary Form.

## ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

SAMPLE ID	SAMPLE DESCRIPTION	SAMPLE COLOR	APPROX SQ/FT	MATERIAL DESIGNATION	LAB RESULTS	MATERIAL LOCATIONS	RECOMMENDATIONS
C-01	Roof Core –						
	White EPDM	White					
	½" Fiberboard	Brown	N/A	N/A	None Detected	Food Services Lower Roof	N/A
C-02	5" Styrofoam Insulation	Black					
	Top Layer Tarpaper						
	Bottom Layer Tarpaper On Concrete						
01	Roof Core –						
	White EPDM	White					
	½" Fiberboard	Brown	N/A	N/A	None Detected	Upper Main Roof	N/A
02	2" Styrofoam Insulation	Black					
	Top Layer Tarpaper						
	Bottom Layer Tarpaper On Concrete						
01	Parapet Wall Coating	Black	N/A	N/A	None Detected	Upper Main Roof – Stairwell Roof	N/A
02	Silver Tar Coating	Silver & Black	To Be Determined	Category I Non-Friable	8% Chrysotile	Upper Main Roof – Remaining Silver Tar Coating on Mechanical Units	Renovation that impacts the Silver Tar Layer Located in association with the Mechanical Units must include abatement of the material and must be performed by a Montana accredited asbestos abatement contractor according to local, state, and federal regulations. The material must be disposed of as asbestos containing waste.

Materials containing >1% Asbestos

Materials of Note – Containing Trace Amounts of Asbestos

**NOTE:** This asbestos inspection was limited to only those areas and materials that were identified by the client to be impacted by the re-roofing project and does not include all building materials.

The scope of services performed by Environmental Solutions LLC may not be appropriate to satisfy the needs of other users, and any use or re-use of this document, or the findings presented herein, is at the sole risk of the user.

The opinions presented herein apply to the site conditions existing at the time of our investigation. Therefore, our opinions and recommendations may not apply to future conditions that may exist at the site, which we have not had the opportunity to evaluate.

**PHOTOGRAPHS OF MATERIALS**



**Lower Roof Core Sample**



**Upper Main Roof Core Sample**



**Stairwell Roof Parapet Wall Sample**



**Silver Tar Coating on Mechanical Unit**



**View of Some Mechanical Units**



**SW View of Upper Main Roof**

Authored By: \_\_\_\_\_  
Sonia Rogers, IH

Reviewed By: \_\_\_\_\_  
Scott Rogers, CIH, CSP, CHMM

**EMSL ANALYTICAL RESULTS  
AND  
CHAIN OF CUSTODY DOCUMENTS**



# EMSL Analytical, Inc.

2500 Gateway Centre Blvd., Suite 600 Morrisville, NC  
Tel/Fax: (919) 465-3900 / (919) 465-3950  
<http://www.EMSL.com> / [raleighlab@emsl.com](mailto:raleighlab@emsl.com)

EMSL Order: 291600885  
Customer ID: ENSO62  
Customer PO:  
Project ID:


**Attention:** Sonia Rogers  
Environmental Solutions, LLC  
PO Box 7010  
Bozeman, MT 59771  
**Project:** 16010 MSU Hannon Hall

**Phone:** (406) 579-1441  
**Fax:**  
**Received Date:** 02/12/2016 10:00 AM  
**Analysis Date:** 02/17/2016  
**Collected Date:**

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
C-01-Roofing 1 <small>291600885-0001</small>	Lower Roof Core	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
C-01-Roofing 2 <small>291600885-0001A</small>	Lower Roof Core	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
C-01-Roofing 3 <small>291600885-0001B</small>	Lower Roof Core	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
C-01-Roofing 4 <small>291600885-0001C</small>	Lower Roof Core	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
C-02-Roofing 1 <small>291600885-0002</small>	Upper Main Roof Core	Black Non-Fibrous Homogeneous	15% Cellulose 2% Glass	83% Non-fibrous (Other)	None Detected
C-02-Roofing 2 <small>291600885-0002A</small>	Upper Main Roof Core	Black Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
C-02-Roofing 3 <small>291600885-0002B</small>	Upper Main Roof Core	White Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
C-02-Roofing 4 <small>291600885-0002C</small>	Upper Main Roof Core	Brown Fibrous Homogeneous	8% Cellulose	92% Non-fibrous (Other)	None Detected
01 <small>291600885-0003</small>	Stairwell Roof Coating	Black Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
02 <small>291600885-0004</small>	Tar Coating	Black Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile

Analyst(s)  
Billy Barnes (5)  
Kelly Gallisdorfer (5)

  
Essie Spencer, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%  
Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000278, WVA LT000296

Initial Report From: 02/17/2016 20:33:39

**Environmental Solutions, LLC**  
16010 MSU Hannon Hall  
2/12/2016 10:0  
PLM

TAT: 96 Hour  
Bulk

Order ID: 291600885  
No Samples: 4  
Due: 02/18 10:00 AM  
Fax:

Bozeman, NC 27560  
PHONE: 919-465-3900  
FAX: 919-465-3950

<b>Company Name:</b> Environmental Solutions, LLC		<b>EMSL Customer ID:</b>	
<b>Street:</b> PO Box 7010		<b>City:</b> Bozeman	<b>State/Province:</b> MT
<b>Zip/Postal Code:</b> 59771	<b>Country:</b> United States	<b>Telephone #:</b> 406-579-1441	<b>Fax #:</b>
<b>Report To (Name):</b> Sonia Rogers		<b>Please Provide Results:</b> <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
<b>Email Address:</b> environmentalsol@msn.com		<b>Purchase Order:</b>	
<b>Project Name/Number:</b> 16010 - MSU		<b>EMSL Project ID (Internal Use Only):</b>	
<b>U.S. State Samples Taken:</b> MT Hannon Hall		<b>CT Samples:</b> <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
<b>EMSL-Bill to:</b> <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments** <i>Third Party Billing requires written authorization from third party</i>			

**Turnaround Time (TAT) Options\* - Please Check**

3 Hour  
  6 Hour  
  24 Hour  
  48 Hour  
  72 Hour  
  96 Hour  
  1 Week  
  2 Week

\*For TEM Air 3 hr through 6 hr, please call ahead to schedule. \*There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)	<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water:</b> EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	<b>TEM- Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) <b>Soil/Rock/Vermiculite*</b> <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique <small>*Can not accept New York State Loose Fill Vermiculite Samples</small> <b>Other:</b> <input type="checkbox"/>
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Check For Positive Stop - Clearly Identify Homogenous Group    Filter Pore Size (Air Samples):  0.8µm  0.45µm

**Samplers Name:** \_\_\_\_\_ **Samplers Signature:** \_\_\_\_\_

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
C-01	Lower Roof Core	1	
C-02	Upper Main Roof Core	1	
01	Stairwell Roof Coating	1	
02	Tar Coating	1	

**Client Sample # (s):** \_\_\_\_\_ **Total # of Samples:** 4

**Relinquished (Client):** Sonia Rogers **Date:** 2-11-16 **Time:** 12:00am

**Received (Lab):** [Signature] **Date:** 02/12/16 **Time:** 10:00am

**Comments/Special Instructions:**  
E Fax 7951-1512-6299

## IRRIGATION SYSTEM GUIDELINES

### PART 1 – GENERAL

#### 1.01 RELATED DOCUMENTS

Drawings and general provisions of each Contract, including General Conditions and Supplementary Conditions, apply to work of this section.

#### 1.02 DESCRIPTION

The work of this section consists of all items necessary to install the proposed irrigation system as indicated on the plans, and the protection and splicing required to maintain all parts of the existing irrigation system in operation, with the exception of those parts designated to be removed or abandoned. This includes required sleeves for pipe and wire, back-flow prevention devices, reconnections, and miscellaneous modifications to the existing irrigation distribution lines including, but not limited to:

- A. Automatic controller and remote control valves.
- B. Lawn and planting beds sprinkler system.
- C. Connection to proposed irrigation water source and power supply.

#### 1.03 RELATED WORK DESCRIBED ELSEWHERE

- A. Site Clearing                      Section 02230
- B. Earthwork/Restoration        Section 02301
- C. Landscaping                      Section 02905
- D. Lawns and Grass                Section 02935

#### 1.04 QUALITY ASSURANCE

##### A. Qualifications of Installer

Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials of installation and who shall direct all work performed under this section. All work of this section and related work listed above shall be performed by the same CONTRACTOR.



## B. Codes and Standards

1. In addition to complying with all pertinent codes and regulations, comply with the latest rules of the National Electrical Code for all electrical work and materials.
2. Comply with National Plumbing code at all connections to potable water systems.
3. Where provisions of pertinent codes and standards conflict with the requirements of this section of these Specifications, the more stringent provisions shall govern.

## 1.05 SUBMITTALS

### A. Material List

Before any irrigation system materials are delivered to the job site, submit to the ENGINEER a complete list of all irrigation system materials to be furnished and installed.

1. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, and furnish the manufacturer's recommendations as to method of installation. Where materials proposed differ from those specified, furnish complete shop drawings and design calculations to demonstrate equivalent performance of the proposed installation.
2. Do not permit any irrigation system component to be brought onto the job site without prior approval by the ENGINEER. Provide one sample of each element of the system to the ENGINEER for approval (sprinkler heads, valves, couplings, etc.). These samples will be returned to the CONTRACTOR, and if approved, may be used in the project.

### B. Shop Drawings

CONTRACTOR shall submit Five (5) copies of the proposed sprinkler layout in a schematic form to the ENGINEER for approval. Any modifications to these proposed drawings will be returned to the CONTRACTOR for the preparation of five (5) copies of the final revised layout. The material list will be coordinated with the final shop drawings by the CONTRACTOR. Show all sleeve locations.

### C. Field Verification

CONTRACTOR shall field verify all dimensions, existing and proposed conditions, and as required to provide one complete and operable system. Proposed system shall be laid out above ground using locate flags to show location of all sprinkler heads, valves, and sleeve locations. This layout shall be signed off on by MSU Irrigation Manger before any excavation shall begin.

D. As-built Drawings

Provide a complete set of Mylar reproducible as-built shop drawings to the ENGINEER for approval prior to final payment.

1.06 PRODUCT HANDLING

A. Protection

Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installed work and materials of all other trades.

B. Replacements

In the event of damage, immediately make all repairs and replacements necessary to the approval of the ENGINEER and at no additional cost to the OWNER.

1.07 PERFORMANCE REQUIREMENTS

A. Minimum Requirements

The following shall be the minimum requirements of the system. They are not intended to limit the overall intent, which is to obtain a fully operational and completely automatic sprinkler system. Specific requirements of this project manual shall apply to all elements typically. Conflicts between the drawings and the project manual or between specific and general performance of material requirements shall be assumed to be the most expensive.

B. Project Zones

Refer to the drawings for the general zones to be served by this system.

1. Irrigation layout must be adaptable to the future modification of the system to smaller heads, more intense head arrays and minimal spraying over the sidewalks. This should be accomplished by running the laterals near sidewalk edges whenever possible, and by positioning the mains with this future intent.
2. CONTRACTOR will advise himself of all existing and proposed site conditions and related planting and grading as required to coordinate and schedule with the work of other contractors.
3. Heads shall be positioned to prevent damage from spraying on the building envelope and/or causing inside flooding in any and all cases.
4. Organize zones to allow walking across the area on dry sidewalk while the irrigation system is on.

## PART 2 - MATERIALS

### 2.01 PIPE

#### A. Plastic Pipe

1. Plastic pipe 4" and under in diameter shall be rigid non-plasticized Schedule 40 PVC IPS solvent-welded conforming to ASTM D-1784 and D-2241 standard specifications for PVC plastic pipe. Plastic pipe 6" and larger in diameter shall be rigid non-plasticized Class 200 PVC IPS gasket fit conforming to ASTM D-1784 and D-2241 standard specifications for PVC plastic pipe. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious material, wrinkles, and dents.
2. All pipes shall be continuously and permanently marked with the following information:

Manufacturer's name or trademark, size, schedule and type of pipe, working pressure at 73 deg. F and National Sanitation Foundation (N.S.F.) approval.
3. All main lines shall be a minimum of two inches (2") in diameter, unless otherwise noted.
4. All lateral lines shall be a minimum of one and one-half inches (1-½") in diameter, unless otherwise noted.
5. All plastic pipe fittings to be installed shall be molded fittings manufactured of the same material as the pipe, rated as a pressure fitting (no DWV fittings shall be allowed) and shall be suitable for solvent weld, slip joint ring-tight seal, or screwed connections. All pipe six inches (6") in diameter and above shall be Class 200 PVC IPS gasket end. All smaller pipes shall be Schedule 40 PVC IPS solvent-welded.
6. Slip fitting socket taper shall be so sized that a dry, unsoften pipe end, conforming to these specifications, can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only schedule 80 pipe may be threaded.
7. When connection is plastic to metal, plastic male adapters shall be used. The male adapter shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be Teflon Tape on Water Based Teflon Paste.
8. All mainline pipes shall be traceable via purple or blue-colored 14 gauge single strand direct burial wire attached to the pipe. The wire should be free from moving valve parts to prevent damage. The tracer wire shall surface at and be

secured to the controller. This is not necessary for lateral pipelines with irrigation heads attached.

## B. Pipe Sleeves

Pipe sleeves shall be Schedule 40 PVC pipe, six-inch (6") diameter unless noted otherwise, or equal approved by ENGINEER.

### 1. Installation

Provide empty sleeves along all pathways as noted on the drawings or every 100 feet. Extend sleeves at least one foot (1') beyond pavement on both sides. Sleeves shall be installed 18 inches below finished grade. All sleeves shall be installed at a depth on line and grade with existing or proposed irrigation lines. Sleeves with excessive or shallow invert depth will be rejected. Cap ends of empty sleeves with duct tape.

### 2. Sleeve Location Marking

#### a. New Pavement

The location of each sleeve must be marked along both of the extreme edges of any new pavement installed over the sleeve. This shall be accomplished by pressing the end section of a two-inch (2") pipe into the uncured pavement surface to make an imprint.

#### b. Existing Pavement

For sleeves pushed under existing pavement, sleeve locations shall be marked along the extreme edges of the pavement on both sides where the sleeve emerges from under the pavement. Markings shall consist of scoring the surface of the existing pavement with a 2" O.D. core drill just enough to make the impression of a circle in the pavement surface.

## 2.02 RISERS/SWING JOINTS

### A. Flexible Risers

Stationary Pop-up and Surface Sprinkler Heads shall be installed using "funny pipe" or four-piece swing joints. Sprinkler Heads with one-half inch (1/2") and/or three-quarter inch (3/4") inlets shall connect with "funny pipe" exclusively, in lengths no longer than two feet (2'). Sprinkler Heads with one-inch (1") inlets shall connect with four-piece swing joints only.

1. Installation with "funny pipe", which is one-half inch (1/2") low density, polyethylene pipe, rated 80 PSI at 100 deg. F, must use Teflon-taped barbed street

ells. Use of flexible pipe such as “funny pipe” is limited to connecting laterals to irrigation heads.

2. Four-piece swing joints shall consist of an assembly using three (3) one inch (1”) Marlex street elbows, with a 1” SCH 80 Nipple of required length to set head at grade.

**B. HDPE Pipe**

1. All HDPE pipe must be SDR11 manufactured in accordance with AWWA C901/C906, ASTM D2239, ASTM D2737, ASTM D3035, ASTM F714 and ANSI/NSF 14/16 listings.
2. All fusion welds must be done by a certified technician.
3. All fitting must be fusion welded using butt joints with mechanical fittings or electro fusion fittings designed for use with HDPE.
4. All HDPE pipe that is damaged to the point where 10% of the overall wall thickness is effected shall be repaired according to owners’ recommendation.

**C. Rigid Risers**

All risers for shrub spray heads, bubblers, etc., that are in shrub or flowerbed areas and planters, shall be schedule 80 PVC plastic pipe, unless otherwise specified or shown on the plans. The risers shall be of sufficient height so as not to cause any interruption of the stream from the sprinkler nozzle when the plant material has reached its optimum growth.

**2.03 VALVES**

**A. Ball Valves**

1. All manual ball valves, sizes 1-1/2” inches and smaller, shall be all bronze double with integral taper seats and with rising stem.
2. All valves 2” and larger shall be gate valves.
3. All ball valves shall be full port, with chromium or stainless ball with Teflon seats 150 PSI rated, Hammond, or approved equal.

**B. Pressure Reducing Valves**

Provide pressure-reducing valves on main lines only, Watts, Series U5, U5B ½” to 2” Standard Capacity, or approved equal.

**C. Gate Valves**

1. All manual gate valves, sizes four-inch (4”) and smaller, shall be made in the U.S.A., brass body, threaded, non-rising stem, full port, 200 PSI/13.8 bar non-

shock cold working pressure up to 180 deg. F./82 deg. C., NSF/ANSI 61-8 compliant: NIBCO model TI-8 or approved equal.

2. All gate valves of 6-inch (6") size or larger shall be at least 150 PSI rated, AWWA-C509 resilient wedge gate valve, made in the U.S.A., featuring non-rising stem, iron body, epoxy coated interior, mechanical joint with appropriate size gaskets for corresponding pipe as per drawing.

D. Quick-Coupler Valves

Provide Rain Bird #3 DNP Quick Coupler valves and one key per valve.

E. Automatic Remote Control Valves

Automatic control valves shall consist:

1. Rain Bird PESB Series, 24 volts, contamination resistant valve with a pressure operating range of 20-200 psi and a 0.25 to 200 g.p.m. flow range. Glass-filled nylon construction, one-piece solenoid with captured plunger, flow control handle adjusts, manual internal and external bleeds, nylon screen scrubber and purple flow control handles for easy identification of non-potable water systems or approved equal.

F. Back-Flow Preventers

Back-flow on potable systems only shall be Wilkins Model 720A or approved equal.

2.04 VALVE BOXES

All remote control valves, pressure regulating valves, manual control valves, zone shut-off valves, gate valves or globe valve filters and drains, unless otherwise indicated, shall be installed in a valve access box of proper size as required for easy access to the valve. Valve box to be Carson, with round, locking green cover ten inches (10") in diameter for quick coupler valves, and 10" x 15" standard for all others unless described otherwise in the contract drawings, or approved equal. All round valve boxes shall be supported underneath the bottom edges with two bricks (minimum). All rectangular valve boxes shall be supported underneath the bottom edges with three bricks (minimum). The base of the valve box should be at or below the body of the valve. The lid of the valve box should be flush or within 1" of turf grade.

2.05 AUTOMATIC IRRIGATION CONTROLLER

A. Controller Type

The automatic controller shall be 120 volt input, soft-wired, 26.5 volt output, with the

number of valve stations and in the type and model number indicated on the plans, and shall be a Rain Bird ESP SAT LS or ESP SAT LW. Wall or pedestal mount type must be pre-approved by the ENGINEER and OWNER for the site situation. Controller station size and quantity specified per drawing. Station wiring and timing schedule specified per drawing. All station wiring must be terminated in a Rain Bird ESPSATOB24 mounted in the pedestal or wall mounted wire trough. All controllers must be equipped with a Rain Bird RMK450NARR with a University licensed and authorized frequency, hooked to a Rain Bird Maxilink Ant 01 or Antenex Directional Yagi Model Y4503/Y4505 or University approved substitute. All MaxiCom components must be ordered and installed by a MaxiCom-certified installer.

#### B. Electrical Power

Power for the controllers shall be the responsibility of the sprinkler installer. Meet all electrical specifications for installation of controllers and power to the controllers. The controllers must be wired to the power source in the pedestal or wall via an Isobar Ultra 4 surge protector and a two-receptacle Ground Fault Interrupter (GFI) outlet. A pigtail that can reach from the controller to the outlet is required. Power source must be pre-approved by Owner prior to connection.

#### C. Sleeves

1. Provide minimum six inch (6") diameter sleeves under paved areas as necessary to run all control wiring and piping for sprinkler zones. Coordinate with concrete work prior to forms being set. All sleeves shall be installed at a depth on line and grade with existing or proposed irrigation lines. Sleeves with excessive or shallow invert depth will be rejected.
2. No sleeving shall be put in tunnel walls. All main lines fed from the tunnel shall be cored, and sized to fit link seals for that pipe size. Each mainline shall be sealed using 2 link seals, one on the inner wall and one on the outer wall. No fittings allowed within 3'-0" of outer tunnel wall.

#### D. Location

After pre-approval by the ENGINEER and OWNER, locate controllers on outside walls of buildings or on pedestals at locations that will maximize the view of the zones serviced by each controller. Verify locations with the ENGINEER to avoid compromising buildings systems and/or appearance concerns.

Pedestals controllers must be mounted to a concrete slab of dimensions 1.5' x 1.5' x 0.33'. Each pedestal slab shall have a minimum of 2 electrical sweep 90's poured into it. First; one 1" sweep shall hold 120V direct bury power wires, second, one 2" sweep shall hold valve control and flow meter wires- additional or larger sweeps shall

be installed as needed to avoid wire damage. Two bollards consisting of three inch (3") steel pipe filled with concrete and anchored in concrete shall be installed against the edge of the slab in front and in back of the controller. The bollards shall be primed and painted with a black, epoxy-based paint. The concrete at the top of the pipe must be domed and finished to a smooth, even surface, without concrete residue on the outside surface of the pipe.

E. Flow Meter

A MaxiCom-compatible flow meter must be installed at every point of connection. This may be either a Rain Bird Brass Insert Sensor (FS350B) for pipe three inches or larger, or a Rain Bird PVC Tee Sensor of the appropriate size: FS150P for 1-1/2" pipe, FS200P for 2" pipe, and FS300P for 3" pipe. The flow meter must be directly connected to the controller using PE43 communication cable (the blue/blue white wire pair must be used for the flow meter/pulse transmitter connection) and a PT 322 pulse transmitter. All splices using this type of cable must meet Rain Bird MaxiCom standards. Programming and hook up of the PT322 shall be completed by MSU Irrigation Employee.

F. Certified Installation

All MaxiCom components must be ordered and installed by a MaxiCom-certified installer.

2.06 IRRIGATION HEADS

A. Rotary Sprinklers

All rotary sprinkler heads shall be Model I-20R Series, manufactured by Hunter Industries, San Marcos, California; Rain Bird 5004+PCSAMRNP Series, manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora California; Rain Bird 8005NP Series, manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora California; or owner approved equivalent.

B. Spray Heads

All spray head sprinklers shall be Rain Bird Model Nos. 1800 series SAM with variable arc nozzles (VAN) or MPR nozzles, manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora California or approved equal.

C. Bubblers

All bubbler zones must be controlled by a Rain Bird PESB Series Valve incorporating a Rain Bird PRS regulator. There must be a Rain Bird WYE Filter System installed directly downstream of the valve, located inside the valve box in a



manner that allows easy maintenance. The bubbler heads must be Rain Bird 1300A-F Series mounted on Rain Bird 1804 SAM Spray Bodies or approved equal.

D. Drip Irrigation

No drip irrigation systems are allowed at Montana State University.

2.07 CONTROL CABLE

A. Type

All electrical control and ground wire shall be Baron irrigation control cable or approved equal, 14-gauge unless otherwise indicated on the drawings. All wiring to be used for connecting the automatic remote control valve to the automatic controllers shall be Type "UF", 600 volt, solid copper, single conductor wire with PVC or polyethylene insulation and bear UL approval for direct underground burial feeder cable.

B. Insulation

Insulation shall be four-sixty-fourths inch (4/64") thick minimum covering of ICC-100 compound for positive waterproofing protection. All control or "hot" wires shall be red and all common or "ground" wires shall be white. A minimum of one black extra wire shall be included in the wiring run for every four (4) wires installed. All black extra wires shall be intact and usable from the controller to the end of each mainline run with slack wire available at each valve location.

C. Code Compliance

Verification of wire types and installation procedures shall be checked to conform to local codes.

D. Splices

All splices are to be completed within valve boxes using one-piece, jelly-filled, water-proof wire connectors with 20 expansion coils per splice, allowing work to be completed at ground level. All splices shall be located on as-built drawings.

E. Trench Installation

1. Tape and bundle all wiring at ten-foot (10') intervals.
2. Attach tracer wire to main line pipe only at ten-foot (10') intervals.
3. All 120 volt wiring shall be in conduit with marker tape installed in the ditch six inches (6") above the conduit.

4. All wiring under pavement and through sleeves shall be in conduit.
5. Tie a loose twenty-inch (20") loop in wiring at all changes in direction greater than 30 degrees. Untie all loops after making connections.

## 2.08 VAULTS

### A. Water Service Connection

A vault shall be installed at domestic water service connection. Vault shall house domestic water back-flow preventers, blowout assembly and isolation valves. Vault must comply with applicable code(s).

### B. Location

Review location of vault with ENGINEER prior to installation.

## 2.09 OTHER MATERIALS

### A. Tools To Be Furnished

1. Supply as part of this contract the following tools:
  - a. Two keys for each automatic controller
  - b. Two quick-coupler keys, Rain Bird Model 33K with matching hose swivels.
2. The above equipment shall be turned over to the OWNER at the conclusion of the project. Before final inspection can occur, evidence that the OWNER has received materials must be shown to the ENGINEER.

### B. Concrete

Provide and coordinate installation of all concrete thrust blocks. Refer to Division 3 for concrete requirements. Provide thrust blocks for all lines larger than 3-inch diameter, at all tees and ells.

### C. Other Materials

All other materials not specifically described but required for a complete and proper irrigation system installation, shall be new, first quality of their respective kinds, and subject to the approval of the ENGINEER.

## PART 3-EXECUTION

### 3.01 SURFACE CONDITIONS

#### A. Inspection

1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that such work is complete to the point where this installation may properly commence.
2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.

#### B. Discrepancies

1. In the event of discrepancy, immediately notify the ENGINEER.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

### 3.02 FIELD MEASUREMENTS

Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design.

### 3.03 TRENCHING AND BACKFILLING

#### A. General

1. Perform all trenching required for the installation of items where the trenching is not specifically described in other sections of these specifications.
2. Make all trenches in accordance with OSHA Requirements with sufficient width to provide free working space at both sides of the trench and around the installed item as required for gluing, joining, backfilling, and compacting while minimizing width of trenches.
3. The CONTRACTOR will be required to conduct his work so that trenches will remain open a minimum possible time.

#### B. Depth

1. Trench as required to provide the elevations shown on the Plans.
2. Trench to sufficient depth to give a minimum of eighteen inches (18") of fill above the top of the pipe measured from the adjacent finished grade under driveways and sidewalks.

3. All mainline and control cables shall have a minimum cover of eighteen inches (18") above the pipe or wire. All laterals shall have a minimum cover of twelve inches (12") above the pipe.
4. All sleeves shall be installed at a depth on line and grade with existing or proposed irrigation lines. Sleeves with excessive or shallow invert depth will be rejected.

C. Correction of Faulty Grades

Where trench excavation is inadvertently carried below proper elevations, backfill with material approved by the ENGINEER and then compact to provide a firm and unyielding sub grade to the approval of the ENGINEER and at no additional cost to the OWNER.

D. Trench Bracing

1. Properly support all trenches in strict accordance with all pertinent rules and regulations.
2. Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind will be fully protected from damage.
3. In the event of damage to such improvements, immediately make all repairs and replacements necessary to the approval of the ENGINEER and at no additional cost to the OWNER.
4. Arrange all bracing, sheeting, and shoring so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to proven, sufficient strength.

E. Removal of Trench Bracing

Exercise care in the driving and removal of sheeting, shoring, bracing, and timbering to prevent collapse or caving of the excavation faces being supported.

F. Grading and Stockpiling Trenched Material

1. Control the stockpiling of trenched material in a manner to prevent water from running into the excavation.
2. Do not obstruct surface drainage but provide means whereby storm and wastewater are diverted into existing gutters, other surface drains, or temporary drains.

## G. Methods

1. All trench excavation shall be made by open cut. During excavation, material suitable for backfilling shall be piled in an orderly manner, a sufficient distance from the banks of the trench to avoid overloading, and to prevent slides or cave-ins. All material not required for backfill or not suitable for backfill shall be removed from the site by the CONTRACTOR. Banks of trenches shall be kept as nearly vertical as possible, and shall be properly sheeted and braced as may be necessary to prevent caving.
2. The CONTRACTOR shall provide, place, maintain, and remove all necessary barricades, warning signs, and other safety devices from the start to the finish of the project to prevent pedestrians from falling in open trenches.
3. Trench widths in paved streets or in areas where proximity to other structures requires vertical cuts, shall not be wider than is required for proper handling, jointing and bedding of the pipe.
4. The bottom of the trenches shall be accurately graded to line and grade, and provide uniform bearing and support for each section of the pipe on undisturbed soil, at every point along its entire length. Depressions for joints shall be dug after the trench bottom has been graded, and shall be only of such length, depth, and width as required for properly making the particular type joint. Care shall be taken not to excavate below the depths indicated.
5. Where rock occurs in trench excavation, the rock shall be removed to a depth of six inches (6") below the established grade line, and to a width of twelve inches (12") greater than the outside diameter of the pipe to be installed in the trench.
6. No water shall be permitted to rise or stand in trenches not yet backfilled until after the pipe has been placed, tested and covered with backfill for a depth of at least ten inches (10"). Any pipe having its alignment or grade changed as a result of a flooded trench shall be removed and re-laid after the trench is graded once again at no additional cost to the OWNER.

## H. Pavement Removal

1. Where excavation of trenches requires the removal of pavement, the pavement shall be cut in a straight line along the edge of the excavation by use of a spade-bit air hammer, concrete saw or similar approved equipment to obtain straight, square and clean break. After backfilling and sub grade preparations are completed, the pavement section and surfacing shall be replaced.
2. Pavement replacement shall utilize the same materials and design as the original pavement.

3. Excess material, including rock, broken concrete, bituminous materials, debris, or other materials not suitable for backfill, shall be removed from the site and disposed of by the CONTRACTOR.

### 3.04 BORING

#### A. Locations

Boring shall be used to route pipe, wiring, or both under structures such as walks or curbs where trenching is impractical. Sleeves shall be installed in all bored holes.

#### B. Method

Boring shall be accomplished with a drill, auger, water jet, or any other instrument approved by the ENGINEER capable of producing a precise hole. Boring shall not disturb overlaying structures or cause settlement and damage to those structures.

### 3.05 SLEEVES

#### A. Locations

Sleeves shall be installed wherever routing of a pipe, wiring, or both crosses a paved area or passes through a bored hole.

#### B. Methods

1. Sleeves laid in open trenches shall be uniformly and evenly supported by undisturbed soil on the trench bottom. Backfill shall conform to standards hereinafter specified.
2. Sleeves installed in borings shall be forced through and shall have a snug fit throughout the length of the bored hole. Sleeves cracked or broken shall not be accepted.

### 3.06 BACKFILL

#### A. Material

Backfill material shall be free of clods, lumps of frozen material, or stones larger than one-inch (1") in their maximum dimension. The bedding and select material under, around and six inches (6") above the top of the pipe shall be placed by hand in maximum layers of six inches (6") and carefully compacted in a manner which will not displace the pipe. Compaction of the select backfill shall be at least ninety percent (90% ) of the maximum density as determined by AASHTO T-180. Water settling will not be allowed.

## B. Inspection

The trenches shall not be backfilled until inspection has been completed and the pipe installation, including the grade, alignment and jointing has been found to be in compliance with the requirements of the plans and specifications.

## C. Around and Over the Pipe

1. Select backfill material consisting of sand, fine gravel or select earth, free of large lumps or rocks larger than three-quarters of an inch ( $\frac{3}{4}$ " ) shall be used in backfilling around and over the installed pipe.
2. The select material shall be obtained from the excavation material removed from the trench and shall be processed by screening, sifting, or selective sorting, so as to produce the type of backfill herein specified. The CONTRACTOR may at his option and expense provide an acceptable imported material.
3. This backfill material shall be carefully deposited around and over the pipe in layers not more than six inches (6") thick, loose measurement, unless otherwise permitted by the ENGINEER, wetted to optimum moisture content and uniformly compacted to at least ninety-five percent (95%) of the maximum density obtainable at optimum moisture content as determined by ASTM D698 (latest revision), until the pipe has a cover depth of at least one foot (1').

## D. Remainder of Trench Backfill

1. The remaining depth of the trench shall be backfilled with excavation material removed from the trench, which shall be wetted or dried to near optimum moisture content.
2. This material shall be carefully deposited in layers not to exceed six inches (6") in compacted thickness and compacted to at least ninety-five percent (95%) of the maximum density as determined by ASTM D698 (latest revision). The method of compaction selected by the CONTRACTOR shall not cause damage of any nature to the installed pipe. Replace topsoil on trench fill and compact to eighty-five percent (85%) of maximum density at optimum moisture.
3. The use of water settlement for this portion of the trench backfilling is permissible if the specified density can be obtained and the backfill material is suitable for this type of trench compaction.

## 3.07 INSTALLATION OF PIPING

### A. General

1. Layout the piping system in strict accordance with the Plans.
2. Where piping is shown on the Plans to be under paved areas but running parallel and adjacent to planted areas, the intention is to install the piping in the planted areas.

B. Line Clearance

1. All lines shall have a minimum clearance of four inches (4") from each other, and six inches (6") from lines of other trades, except through pipe sleeves.
2. Parallel lines shall not be installed directly over one another.

C. Inspection of Pipe and Fittings

Carefully inspect all pipe and fittings before installation, removing all dirt, scale, and butts and reaming as required; install all pipe with stamped markings oriented up to allow visual inspection and verification.

D. Plastic Pipe

1. Plastic pipe shall be installed in a manner so as to provide for expansion and contraction as recommended by the manufacturer.
2. All plastic pipe joints shall be solvent-weld joints or gasket fit joints. Only the solvent cement recommended by the pipe manufacturer shall be used and it must be a two-part system consisting of primer and cement. No single part cement system shall be used. All plastic pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer and it shall be the CONTRACTOR's responsibility to make arrangements with the pipe manufacturer for any field assistance that may be necessary. The CONTRACTOR shall assume full responsibility for the correct installation.
3. All plastic (PVC) to metal joints shall be made with plastic threaded male adaptors into metal threaded female fittings.
4. The solvent-weld joints shall be made on dry pipe.
5. The solvent-weld joints shall be allowed to set at least 24 hours before pressure is applied to the system on PVC pipe.

E. Copper Pipe

Direct buried copper pipe connections shall be made using silver solder.



#### F. Thrust Blocks

Provide concrete thrust blocks for all pipes as shown on the plans. All thrust blocks shall bear directly on undisturbed earth. Center the pipe in the middle of the thrust block.

### 3.08 INSTALLATION OF EQUIPMENT

#### A. General

1. All fittings, valves, etc., shall be carefully placed in the trenches with concrete thrust blocks, placed where required.
2. All sprinklers, having adjustable nozzles, shall be adjusted for proper and adequate distribution of the water over the coverage pattern of the sprinkler.
3. All nozzles on stationary pop-up sprinklers or stationary spray heads shall be tightened after installation. All sprinklers having an adjusting screw, adjusting stem or adjusting friction collars shall be adjusted as required for the proper arc of coverage, radius, diameter and/or discharge.
4. All control wires shall be clearly labeled by station, using weatherproof material, at the controller and at the valve ends. Mark the underside of all valve box covers, indicating the valve controller station number. All markings shall be made in a neat and legible manner using white enamel paint.
5. All control or "hot" wires shall be red and all common or "ground" wires shall be white. A minimum of one black extra wire shall be included in the wiring run for every four (4) wires installed.

#### B. Sprinkler Heads

1. Install lawn sprinkler heads where indicated on the plans and in strict accordance with the manufacturer's recommendations and as necessary to provide complete uniform coverage and precipitation.
2. Upon completion of installation, reset all lawn sprinkler heads flush with grade and firmly anchored with soil.

#### C. Master Automatic Control Valves

A master automatic control valve shall be installed at the point of connection to the main for any remotely controlled portion of the irrigation system. In cases where there are multiple points of connection, a master valve shall be installed for each, with

no more than three points of connection allowed. Each master valve will have its own separate yellow “hot” wire.

### 3.09 TESTING AND INSPECTION

#### A. Covering or Enclosing Work Prior to Inspection

Do not allow or cause any of the work in this section to be covered up or enclosed until it has been inspected, tested, and approved by the OWNER’s Representative.

#### B. Flushing

Before backfilling the mainline, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline and repair for all leaks; flush out each section of lateral pipe before sprinkler heads are attached. Complications due to this not being done during install will result in charges to the contractor.

#### C. Testing

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.
2. After valves have been installed, test all live water lines hydrostatically for leaks at a pressure of one hundred fifty (150) psi for a period of two (2) hours, with all couplings exposed and with all pipe sections center loaded.
3. Furnish all necessary testing equipment and personnel.
4. Correct all leaks and retest until acceptance by the ENGINEER.

#### D. Final Inspection

1. Thoroughly clean, adjust, and balance all systems.
2. Demonstrate the entire system to the ENGINEER and OWNER, proving that all remote control valves are opening and closing on command, that all heads are properly adjusted for radius and arc of coverage, that all emitters are functioning, and that the installed system is workable, clean, and efficient.
3. Existing irrigation system(s) or portions of systems which have had their performance altered by any of the work related to this project shall be repaired or adjusted using materials and installation methods in accordance with this specification and in a manner to restore head-to-head sprinkler coverage, uniform precipitation rates, control zone integrity, and elimination of the spraying of water on building walls and sidewalks.

### 3.10 CLEANUP

Upon completion of the work, the entire site shall be cleared of all debris, and ground surfaces shall be finished to smooth, uniform slopes and shall present a neat and workmanlike appearance. Cleanup shall be considered an incidental item, and no additional payment shall be made for any cleanup item. All improvements or other obstructions removed during construction shall be replaced in a condition at least equal to their existing condition.

### 3.11 MAINTENANCE

- A. The CONTRACTOR shall, for a period of one (1) year after completion and final acceptance of the work, maintain and repair any trench or boring settlement which may occur, and shall make suitable repairs to any pavements, or other structures which may become damaged as a result of settlement. All such maintenance and repair shall be at the CONTRACTOR's expense.
- B. The CONTRACTOR shall inform the OWNER of the location and the nature of all damage done to the existing irrigation system not slated for demolition within eight hours of the occurrence of the damage.
- C. The CONTRACTOR shall maintain the existing and proposed irrigation system in operation during the construction period. Upon completion of the proposed irrigation work the CONTRACTOR shall balance and adjust the entire (new and existing) system.

### 3.12 AS-BUILT DRAWINGS, CHARTS AND EQUIPMENT MANUALS

#### A. Record Drawings

1. Accurately record on one set of black and white prints of the site plan all installed work including both pressure and non-pressure lines.
2. Upon completion of each increment of work, transfer all such information and dimensions to the print. The dimensions shall be recorded in a legible and workmanlike manner.
3. Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Locations shown on as-built drawings shall be kept day-to-day as the project is being installed. All dimensions noted on drawings shall be one-eighth-inch (1/8") in size (minimum).

4. Show locations and depths of the following items:

Point of connection

Routing of pressure lines (max. dimension=one hundred feet {100'} along lines)

Gate valves

Sprinkler control valves

Quick coupling valves

Routing of control wires

Sprinkler heads

Other related equipment

5. Maintain as-built drawings on site at all times.
6. Make all notes on drawings in pencil (no ball point pen).

#### B. Controller Charts

1. ENGINEER must approve as-built drawings before charts are prepared.
2. Provide one controller chart for each controller supplied showing the area covered by automatic controller, of the maximum size controller door will allow.
3. The chart is to be a reduced drawing of the actual as-built system.
4. Chart shall be black line print and different colored shading used to show area of coverage for each station.
5. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic.
6. The chart shall be mounted using Velcro or equal type of semi-permanent fastening device.
7. These charts must be completed and approved prior to final acceptance of the irrigation system by the OWNER.

#### C. Operation and Maintenance Manuals

1. Prepare and deliver to the ENGINEER within ten calendar days prior to completion of construction, all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in two (2) individually bound copies of the operations and maintenance manual. The manual shall describe the material installed and shall be in sufficient detail to permit operating personnel to understand, operate and maintain all equipment. Spare parts lists and related manufacturer information shall be included for each equipment item installed. Each complete, bound manual shall include the following information:

- a. Index sheet stating CONTRACTOR's address and telephone number, duration of guarantees period, list of equipment with names and addresses of local manufacturer representatives.
  - b. Complete operating and maintenance instructions on all major equipment.
  - c. System start-up and shut down instructions.
2. In addition to the above maintenance manuals, provide the maintenance personnel with instructions for system operation and show written evidence to the OWNER at the conclusion of the project that this service has been rendered.

### 3.13 GUARANTEE

#### A. Warranty

1. The entire irrigation and water system shall be guaranteed to give satisfactory service for a period of one year from the date of acceptance by the OWNER.
2. Should any trouble develop within the time specified above due to inferior or faulty materials or workmanship, the trouble shall be corrected at no expense to the OWNER.
3. Any and all damages resulting from faulty materials or workmanship shall be repaired by the CONTRACTOR to the satisfaction of the OWNER, at no cost to the OWNER.

End

## LANDSCAPE GUIDELINES

### PART 1 - GENERAL

#### 1.0 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General conditions, Supplementary Conditions, apply to work of this section.

#### 1.1 DESCRIPTION

- A. The work in this section includes landscape construction, protection of existing site and landscape conditions and landscape maintenance during construction.
- B. See drawings for extent of landscaping.

#### 1.2 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 01500 – Temporary Facilities and Controls
- B. Section 02210 – Tree Protection
- C. Section 02235 – Site Clearing
- D. Section 02300 - Earthwork
- E. Section 02810 - Irrigation System
- F. Section 02935 – Lawns and Grass

#### 1.3 QUALITY ASSURANCE

- A. Comply with applicable Federal, state and local regulations governing landscape materials and work.
- B. Owner's representative reserves right to review and reject materials at growing site and as delivered to site.
- C. Observation at growing site does not preclude right of rejection at job site. Remove rejected materials from site immediately.
- D. Personnel: Employ only qualified personnel familiar with required work.

- E. Contractor's Responsibilities: Landscape Contractor to coordinate activities with all other trades. Landscape Contractor to also secure utility locates prior to commencing work involving excavation or digging.

#### 1.4 REFERENCED STANDARDS

- A. *ANSI Z60.1: American Standard for Nursery Stock*, latest edition, American National Standards Institute.
- B. *Hortus Third: A Concise Dictionary of Plants Cultivated in the United States & Canada*, Staff of the L.H. Bailey Hortorium, Cornell University, 1999.
- C. *ASTM C33: Specification for Concrete Aggregate*, American Society of Testing Materials.
- D. Alex Shigo, *Tree Pruning*, Shigo & Tree Associates, LLC, 1989.
- E. *Guide for Plant Appraisal*, latest edition, Council of Tree and Landscape Appraisers.
- F. *Species Ratings and Appraisal Factors Guide*, latest edition, International Society of Arboriculture, Rocky Mountain Chapter.
- G. *ANSI A300: Standards for Tree Care Operations*, American National Standards Institute.
- H. Tree Planting Specifications, Dr. Delmar Gilman, University of Florida, <http://hort.ifas.ufl.edu/woody/summary-planting.shtml>, Copyright 2011, University of Florida
- I. Guideline Specifications for Nursery Tree Quality, Dr. Delmar Gilman, University of Florida, <http://search.ufl.edu/web/#gsc.tab=0&gsc.q=Guideline%20Specifications%20for%20nursery%20stock%20%20site%3Ahort.ifas.ufl.edu>, Copyright 2011, University of Florida.
- J. International Society of Arboriculture (ISA) Best Management Practices publications

#### 1.5 SUBMITTALS

- A. File Certificates of Inspection of plant material by Federal, State and local authorities with Landscape Architect, if required.

- B. Submit within 30 days after award of contract, complete list of materials to be furnished under this section and confirmed sources for materials.
- C. Requests for substitutions shall be submitted in writing to the Landscape Architect prior to award of contract.
- D. Provide and pay for material testing. Submit the following materials certification and text report.
  - 1. Topsoil
    - a. pH factor
    - b. Mechanical analysis
    - c. Percentage of organic content
    - d. Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring topsoil to satisfactory level for planting.
    - e. Identify source location of topsoil proposed for use on the project if imported from off-site.
  - 2. Organic Additives
    - a. Loss of weight by ignition
    - b. Moisture absorption capacity
    - c. Percentage of organic matter
    - d. pH factor
- E. Submit the following material samples, in a size within reason to evaluate material thoroughly:
  - 1. Mulch
  - 2. Erosion control fabric
  - 3. Edging

1.6 PRODUCT PREPARATION, DELIVERY, AND STORAGE



A. Preparation and Protection

1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
2. Container Grown Plants: Deliver plants in container sufficiently rigid to hold ball shape and protect root mass.
3. Use all means necessary to protect and maintain materials before, during and after installation and to protect the installed work and materials of all other trades.
4. All seed shall be delivered in the original bags certifying purity, germination, common, and botanical name for each species, and percent weed seed. Owner's representative shall inspect all seed prior to application. Untagged seed bags shall be rejected. Immediately make all replacements necessary to the approval of the Owner's representative and at no additional cost to the Owner.
5. Deliver all products, as specified, to site in original, sealed containers bearing manufacturer's guaranteed statement of analysis.

B. Delivery

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.
2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
3. Protect root balls by heeling in with mulch if not planted within 24 hours of delivery.
4. Protect during delivery to prevent damage to roots at all times. Cover all materials during transport.
5. Notify Land Owner's representative of delivery schedule 48 hours in advance so plant material may be observed upon arrival at job site and can be inspected immediately after being unloaded at site.
6. Remove rejected plant material immediately from site.
7. Do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems. Avoid damage or stress by proper handling. Plant material dropped

on the ground, rather than gently placed into the storage area or planting bed, will be rejected.

C. Storage

1. Plant material shall be stored in a shady and secure location, and shall be watered regularly prior to planting to prevent drying out of the rootball.
2. Seed, fertilizer, herbicide, hydromulch, and tackifier shall be kept in dry storage away from contaminants, at a weatherproof location.

1.7 JOB CONDITIONS

A. Site and Plant Protection

1. Care must be exercised to minimize disturbance or compaction of areas adjacent to any project. Trees shall be protected as specified in the project manual. (Section 02210 – Tree Protection)
2. In order to prevent excessive soil compaction and destruction of soil structure, no site work will be performed in cases where equipment or traffic must pass over wet soils or if wet soils must be handled or manipulated in order for the work to progress. Wet soil is defined as any soil within 90 percent of field capacity (saturation).
3. Do not move equipment over existing landscape or newly placed structures without approval of the Owner or Owner's Representative.
4. Provide board roading as required to protect paving. Protect other improvements from damage, with protection boards, ramps and protective sheeting.

B. Planting Restrictions

1. Perform actual planting per referenced standards.
2. Owner's representative must approve all bedding plants and ground covers.
4. Plant materials must be installed with spacings that allow, at maturity, a maximum of 30 percent canopy overlap or inter-fingering. This does not apply to species of widely disparate mature sizes, such as between a large tree and understory shrubs, because their canopies do not grow together.

5. Trees that are medium and small at maturity must be planted no closer than fifteen feet to any building, sidewalk or paved surface unless otherwise indicated on the drawings. Trees that are large at maturity cannot be placed closer than 20 feet to any building, sidewalk or paved surface unless otherwise indicated on the drawings. Owner must approve exceptions to these requirements.

C. Utilities

1. Utility locates are required prior to digging and any construction activities.
2. Coordinate work with Owner, including irrigation manager, in order to prevent damage to underground sprinkler system.

1.8 WARRANTY

- A. Warranty plant material for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits and on notification by Owner's representative. Replace plants, including trees, which in opinion of Owner's representative have partially died, thereby compromising shape, size or symmetry.
- B. Replace plants with same kind and size as originally planted, at no cost to Owner. Provide one-year warranty on replacement plants. Trees should be replaced at start of next planting or digging season. In such cases, remove dead trees immediately. Protect irrigation system and other piping conduit or other work during replacement. Repair damage immediately.
- C. Warranty excludes replacement of plants after final acceptance because of injury by storm, drought, drowning, hail, freeze, insects, or disease. Materials damaged by "Acts of God" prior to final acceptance are responsibility of Contractor.
- D. At end of warranty period, remove staking and guying materials from the site.

1.9 MAINTENANCE

- A. Water will be available on site. Provide necessary hoses and other watering equipment required to complete work.
- B. Maintain plantings and trees by watering, cultivating, weeding, spraying, cleaning, and replacing as necessary to keep landscape in a vigorous, healthy condition.
- C. Coordinate watering schedules with irrigation contractor or Owner's representative during installation and until final acceptance. Provide deep root watering to newly installed trees.

- D. Mowing: Mow newly planted grass area weekly after initial growth reaches two and one-half inches.
- E. Weeding: Remove weeds and foreign grasses in planted areas at least once per week. Herbicides may be used only when approved by the Owner's Representative.
- F. Fencing: Provide four (4') foot tall orange plastic snow fencing and metal tee fence post spaced at a maximum of eight (8') feet apart around all walks at seeded areas. Maintain until lawn is accepted.
- G. Tree Replacement

Trees removed during demolition or construction are to be replaced following consultation with Owner's Arborist or Owner's Representative. Appraised values of existing trees have been determined according to industry standards and will be provided by the Owner if applicable.

## PART 2 – PRODUCTS

### 2.0 PLANTS

#### A. General

Plant quality must be equal to well formed No. 1 grade nursery stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plants shall be specimen quality, typical of their species or variety.

#### B. Shrubs and Ground Covers

Plants shall be nursery grown, healthy and vigorous, of normal habit of growth for the species, free from disease, insect eggs, and larvae. Specified sizes are before pruning and measured with branches in normal position. Plants shall be well rooted and established in the container.

#### C. Ornamental and Shade Trees

Trees shall be healthy, vigorous, full-branched, well-shaped, trunk diameter, and height requirements as specified. Root balls shall be firm, neat and slightly tapered and well burlapped. Trees with loose or damaged root balls at time of planting shall be rejected. Root balls should meet the American Standard for Nursery Stock, Edition approved 1985 by American National Standards Institute, Inc. (Z6O.1) standard.

#### D. Special Requirements

Shade trees are to be procured a minimum of 30 days prior to scheduled installations. Trees to be shipped in enclosed truck or the branches/leaves protected by appropriate fabric during shipping. Trees are to be healed in at job site or at Contractor's holding facility and maintained until site is ready. Owner's representative will review trees at holding area prior to planting.

E. Collected Trees

Direct planting from the collection site is preferred. Coordinate with Owner for utility locates and scheduling of sidewalk closures or other logistical issues. If necessary, spray field grown trees immediately prior to digging with anti-desiccant. Insure adequate coverage to trunks, branches and foliage.

2.1 SOIL PREPARATION MATERIALS

A. Soil Amendments: Soil amendments are not to be used unless approved by Owner.

B. Topsoil

1. Friable, fertile, dark, loamy soil, free of clay lumps, stones and other extraneous material and reasonably free of weeds and foreign grasses, with a pH of 5.0 to 8.0.
2. Organic matter shall be four to 12 percent total dry weight.
3. Provide tests for certification.

C. Sharp Sand

Sharp sand shall be clean, washed and fine aggregate and shall meet ASTM C33 standards.

D. Peat Moss

Peat moss shall be commercially produced, sterilized, reed-sedge peat, equivalent to Martins Peat, Big Fork, Montana. Peat must have a pH between five and seven and organic matter content not less than 90 percent.

E. Fertilizer

1. Type A – as recommended by testing agency.
2. Type B – Scotts "Osmocote" at a 14-14-14 ratio, incorporated into the soil according to instructions on the bag.

## 2.2 MISCELLANEOUS MATERIALS

### A. Edging

As indicated on drawings.

### B. Mulch

1. Shredded, medium grade, Douglas fir bark with a chip size of one and one-half inch to two and one-half inch average, free of wood chips and sawdust, as manufactured by Model Log Homes, 75777 Gallatin Road, Gallatin Gateway, Montana, 59730 (or approved equal).
2. One and one-half inch round, native, washed, river rock.
3. Owner's representative approved equal.

### C. Landscape Fabric

Heavy, professional grade, spun-bonded nylon landscape fabric with six-inch anchoring pins. Woven fabric is unacceptable.

### D. Anti-Desiccant

1. Protective film emulsion for protection of plant surfaces during transport. Permeable to permit transpiration, as manufactured by Wilt Pruf, Inc., P.O. Box 4280, Greenwich, Connecticut, 06830. Mixed and applied in accordance with manufacturer's instructions.
2. Owner's representative approved equal.

### E. Staking and Guying

1. Tie Wire: 12-gauge, galvanized wire
2. Metal posts: 8'-0" t-stakes
3. Nylon strap: three inches wide, 12 inches long white or black nylon strap with one 1/2" brass grommet in each end or Landscape Architect approved equivalent.

### F. Drainage Fill

No drainage without Owner's written permission.

G. Native Topsoil

Refer to Montana Standard Specifications Subsections 203.80 Topsoil Salvaging and placing, 610.00 Topsoiling and 713.06 Topsoil Material.

H. Imported Topsoil

In the event sufficient quantities of native topsoil cannot be salvaged from the site, the Contractor shall provide imported topsoil to supplement the project requirements. The Contractor shall provide topsoil that meets or exceeds the quality of the native topsoil material available on site. Contractor shall provide source and analysis information to the Owner's Representative, for his approval, prior to delivery. The Contractor shall incorporate into the topsoil, amendments necessary to provide topsoil fertility and quality, equal to or exceeding the characteristics of the native topsoil.

PART 3 - EXECUTION

3.0 INSPECTION

Examine sub-grade and verify conditions under which work is to be performed. Notify General Contractor and Owner's representative of unsatisfactory conditions.

3.1 BED PREPARATION

- A. Scarify all sub-grade of bed areas to six inches, all areas.
- B. Contractor shall spread topsoil evenly throughout bed after thoroughly mixing soil, amendments and fertilizer together on site.
- C. Remove any debris and rocks larger than one inch.

3.2 SHRUB AND GROUND COVER PLANTING

- A. Provide one-foot deep top soil in all shrub beds.
- B. Place plants in a position on bed areas before removal from containers. Obtain approval from Owner's representative of plant layout in the field. Owner's representative reserves the right to shift locations of plants prior to planting.
- C. Remove all materials (burlap, twine, wire, etc.) from entire root ball on all B&B plants.

- D. Plant all plants as located, setting plants with the root flare even with the tops of bed grades. Backfill with native soil and compact soil carefully around each plant ball. Water thoroughly to eliminate air pockets. Carefully prune plants to remove dead or broken branches and hand-rake bed areas to smooth even surfaces.

### 3.3 TREE PLANTING

#### A. Ornamental Trees and Shrubs

1. Stake locations for approval by Owner's representative.
2. Plant in pits two times wider than ball for trees and shrubs.
3. Fill material should be the native soil removed from the hole. No planting mix or soil amendments should be used.
4. Glazed sides of mechanically dug holes should be roughened or scarified to allow root penetration.
5. Remove all materials (burlap, twine, wire, etc) from entire root ball.
6. Carefully settle by watering to prevent pockets.
7. Root collar shall not be planted below finish grade level.

#### B. Root Balls

1. Root balls shall be properly located in relationship to adjacent soil as required by referenced standards.
2. Balls set too deep or too shallow shall be carefully removed and replanted as required by the Owner's representative.

### 3.4 TREE MOVING AND TRANSPLANTING

- A. Tree moving and transplanting shall be done in accordance with standards outlined in *ANSI A300: Standards for Tree Care Operations*, American National Standards Institute.
- B. All tree moving and/or transplanting operations shall be coordinated with the Owner prior to commencement of work.
- C. All removal and receiving areas shall have a comprehensive utility locate done according to current standards prior to commencement of work.



### 3.5 PERENNIAL PLANTING

- A. Prepare planting beds as indicated on drawings. Provide one foot of thoroughly mixed and prepared soil consisting of 50 percent sand loam topsoil; 25 percent coarse pumice, 3/8 inch size; and 25 percent peat moss. Thoroughly mix in 20 pounds of Scott, Ortho or Lilly-Miller nitrogen fertilizer per cubic yard with formulation of 10-20-10.
- B. Replace existing soil with planting mix.
- C. Space plants as indicated on drawings. Obtain approval of plant layout from Owner's representative before planting. Owner's representative reserves the right to change the location of plants prior to planting.

### 3.6 LANDSCAPE FABRIC

After planting has been completed and approved by the Owner's representative, install landscape fabric across planting beds. Sheets of fabric should have a minimum six-inch overlap. At the bed margins, fabric should be installed under the bottom of the edging. Fabric lapping outside the edging should be trimmed to below grade and buried when the edging is backfilled. Fabric should be well anchored with 6 inch staples pounded flush with the grade. Plant openings must be large enough to allow for future growth.

### 3.7 TOP DRESSING

After landscape fabric has been installed and accepted by the Owner's representative, top dress bed areas with mulch, as indicated on drawings, a minimum of three inches deep. Fabric must not be exposed or protrude above the mulch or edging. Mulch should be clean, whether organic or mineral mulch, and should be free of debris and soil.

### 3.8 TREE WRAPPING

Tree wrapping will not be accepted.

### 3.9 PRUNING OF NEW TREES

- A. Follow referenced standards and prune material as directed by Owner's representative.
- B. Do not cut back terminal branches. Properly remove sucker growth from the base and badly broken or bruised branches. Thin native trees more heavily than nursery grown plants.

### 3.10 TREE SAUCERS

Form a four inch high saucer around each new tree for deep watering. Contractor is responsible for deep watering until final acceptance.

### 3.11 TREE GUYING AND STAKING

- A. Stake and guy trees immediately following planting operation. Take precautions during guying operation to prevent damage or injury to branches and roots. Orient all stakes within each cluster or row of trees in the same direction or as directed by Owner's representative.
- B. Trees of over one inch caliper must be staked with woven nylon straps and wire. Tension on ties should be adequate to support tree, but slack enough to permit movement and the development of reaction wood. Ties cannot be fastened tightly to trunks; free movement or slack equal to at least twice the caliper must be allowed.

### 3.12 PLANTING BED EDGING

Install edging per manufacturer's directions. Set edging as indicated in true lines as designed with top of edging one inch above finish grade.

### 3.13 CLEANUP

- A. Keep premises neat and orderly including organization of storage areas. Remove trash and debris from excavated planting areas, preparing beds, or planting plants from site daily as work progresses. Keep paved areas clean by sweeping or hosing.
- B. Repair all damage caused by landscape operations.

**END**

## LAWNS AND GRASS GUIDELINES

### PART 1 - GENERAL

#### 1.0 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General conditions, Supplementary Conditions, apply to work of this section.

#### 1.1 DESCRIPTION

- A. Work in this section includes:
  - 1. Furnishing all plants, labor, equipment;
  - 2. Performing all operations to finish grade topsoil;
  - 3. Prepare seed and sod beds;
  - 4. Sod all lawn areas; and
  - 5. Maintenance and protection of all sodded and seeded areas.
  
- B. All areas within the contract limits, except surfaces occupied by paving and areas indicated to be undisturbed shall be hydroseeded or sodded as shown on Plans. Areas repaired due to Contractor damage shall be hydroseeded.

#### 1.2 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 02200 - Earthwork
  
- B. Section 02215 - Earthwork for Surface Restoration
  
- C. Section 02810 - Irrigation System
  
- D. Section 02900 - Landscaping

The Montana Department of Transportation Standard Specification for road and bridge construction, 1987 Edition, Section 610, roadside development shall govern the work as if bound herein. Where provisions of this section and the referenced standard conflict, this section shall govern.

#### 1.3 QUALITY ASSURANCE

- A. Qualification of Workmen

Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this section.

B. Contractor Qualifications

The Contractor shall have at least two (2) years of weed control spraying experience. Proof of experience will be required. The Contractor must have a valid Montana Commercial Herbicide Applicator's License.

C. Chemical Registration

All weed control chemicals must be registered with the Environmental Protection Agency and the State of Montana.

D. Equipment Requirements

The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workman-like manner without delays. Spray nozzles shall be raindrop or similar drift control type.

E. Liability and Contractor's Responsibilities

Weather conditions must be such that no damage outside the sprayed area will occur and the Contractor will cease spraying whenever the application of spray could cause such damage.

The Contractor agrees to hold harmless the Owner and Landscape Architect and/or Engineer against any and all claims for damage arising from operations covered in this proposal.

F. Time of Application

Because of varied climatic conditions, it will be the Contractor's responsibility to coordinate spraying activities to achieve the best results. To avoid possible chemical exposure and general alarm among campus users, time of application must not coincide with other nearby outside campus activities. If nearby activity encroaches during spraying operations, spraying must cease immediately until people leave the area.

## 1.4 PRODUCT HANDLING

### A. Protection

1. Use all means necessary to protect and maintain materials before, during, and after installation and to protect the installed work and materials of all other trades.
2. All seed shall be delivered in the original bags certifying purity, germination, common, and botanical name for each species, and percent weed seed. Owner shall inspect all seed prior to application. Untagged seed bags shall be rejected. Immediately make all replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.
3. Deliver chemical fertilizers and herbicides, as specified, to site in original, sealed containers bearing manufacturer's guaranteed statement of analysis

### B. Storage

Seed, fertilizer, herbicide, hydromulch, and tackifier shall be kept in dry storage away from contaminants, at a weatherproof location.

### C. Notice to Proceed

The Contractor shall not proceed with seeding or sodding operations until the irrigation system has been tested and approved by the Owner's Representative.

### D. Schedules

Install lawn seed mixes during the specified time periods. If special conditions exist that may warrant a variance in the specified plant dates or conditions, a written request shall be submitted to the Owner's Representative stating the special conditions and proposed variance.

The Contractor shall provide a weed control plan and schedule prior to bed preparation, for approval of the Owner's Representative.

### E. Substitutions

Requests for substitutions shall be submitted in writing to the Owner's Representative prior to award of contract.

## 1.5 SPECIAL LANDSCAPE PROVISIONS

### A. Water

Water will be available on site. Provide necessary hoses and other watering equipment required to complete work.

### B. Maintenance

Until final acceptance, and until as approved stand of grass is achieved, maintain plantings by watering, cultivating, mowing, weeding, spraying, cleaning and replacing as necessary to keep lawns in a vigorous, healthy condition.

**Watering:** Water as necessary to keep top two inches of soil moist. Coordinate with Irrigation Contractor.

**Mowing:** Mow newly planted grass area weekly after initial growth reaches 2-½ inches.

**Weeding:** Remove weeds and foreign grasses in planted areas at least once per week. Herbicides may be used only when approved by the Owner's Representative.

**Fencing:** Provide four (4') foot tall orange plastic snow fencing and metal tee fence post spaced at a maximum of eight (8') feet apart around all walks at seeded and sodded areas. Maintain until lawn is accepted.

## 1.6 CONDITION OF SURFACES

Lawn areas will be left at  $\pm 0.1$  feet of finish grade as shown on plans.

## 1.7 ACCEPTANCE

The work will be accepted when a completed stand of grass at the three-leaf stage or beyond is achieved and all provisions of Section 3.5.C, "Performance" have been met as approved by the Owner and Owner's Representative.

PART 2 - MATERIALS

2.1 GRASS SEED

A. General

1. Seed shall be used only in areas where an irrigation system is absent or has been removed.
2. All seed shall be:
  - a. Free from noxious weed seeds, and re-cleaned;
  - b. Grade A recent crop seed;
  - c. Treated with appropriate fungicide;
  - d. Delivered to the site in sealed containers with dealer's guaranteed analysis.

B. Irrigated Grass Seed Mixture: Seed at the minimum rate of three (3) pounds per one thousand (1000) square feet (130 lbs./acre).

<u>Name of Grass</u>	<u>Proportion by Weight</u>	<u>Percent Purity</u>	<u>Percent Germination</u>
'Midnight' Kentucky bluegrass	25%	95%	85%
'Rugby II' Kentucky bluegrass	25%	95%	85%
'Ram I' Kentucky bluegrass	25%	95%	85%
'Delaware' Dwarf Peren. Rye Grass	25%	95%	85%

C. Non-irrigated Grass Seed Mixture: must be 'Kitty Hawk' turf-type tall fescue seeded at three (3) pounds per thousand (1000) square feet (130 lbs./acre).

2.2 SOD

A. General

1. Sod all areas where site is substantially disturbed.
2. Sod shall be from a commercial sod farm located in the Gallatin Valley.
3. Sod type, condition and source shall be approved by the Owner's Representative.

B. Sod Characteristics

Sod shall be well-established lawn turf grasses similar to the seed mix described in 2.1 B.

Sod shall be vigorous, well-rooted, healthy turf, well hydrated and possessing excellent color.

Sod shall be free from disease, insect pests, weeds, other grasses, stones, and any other harmful or deleterious matter.

C. Sod Handling

Cut sod in uniformly wide strips, uniformly 1-1/2 inches thick with clean cut edges.

Sod shall be rolled or folded prior to lifting. Handling of sod shall be done in a manner that will prevent tearing, breaking, drying, or any other damage.

Sod shall be installed in place on the site not more than 24 hours after cutting.

2.3 FERTILIZER

A. Soil Testing

1. Verify fertilization needs by sampling and testing soil prior to purchasing fertilizer. The test sample shall be obtained by sampling six different locations at the project site. Soil from sampled locations shall be mixed in equal parts to provide a compiled sample for testing.

Testing by an approved laboratory shall include:

- a. A test for soil pH,
- b. A test for electrical conductivity (EC),
- c. A test for the amount of nitrogen, phosphorus and potassium present (NPK),
- d. A test to determine the amount of organic matter present (OM).



2. Results of tests shall be reviewed by the Owner and Engineer prior to purchase of fertilizer. If tests results are typical for the general campus area, fertilization operations may commence as specified. If test results are not typical for the general campus area, Owner will provide modified formulation and application rate specifications by Change Order.

B. Formulation

1. Fertilizer shall be manufactured by Anderson ProTurf, or equal approved by the Owner. Application rates shall be in accordance with manufacturer recommendations. Fertilizer shall be complete, uniform in composition, dry and free flowing. The fertilizer shall be delivered to the site in the original waterproof containers, each bearing the manufacturer's statement of analysis.
2. Fertilizer to be spread on areas to be seeded shall be commercially prepared by Anderson ProTurf or an equal product pre-approved by the Owner. Fertilizer shall be a slow release, Poly-S urea, and shall contain the following percentages by weight:
  - 10% Nitrogen
  - 20% Phosphorus
  - 10% Potassium
  - 12% Sulfur
3. Grow - in Fertilizer shall be a slow-release, Poly-S urea, and shall be formulated as 25-3-4-Fe-2% and commercially prepared by Anderson ProTurf or equal approved by the Owner.

C. Special Protection

If stored at the site, protect fertilizer from the elements at all times.

2.4 Mulch

Wood cellulose fiber for hydromulch – Weyerhaeuser, Conweb, or approved equal.

2.5 Mulch Tackifier

Mulch tackifier must be natural, non-asphaltic, vegetable gum with gelling and hardening agents, Terra Tack or approved equal.

2.6 Water

Water shall be clean irrigation quality water.

## 2.7 Pre-Planting Herbicide

Roundup, provide compatible surfactant and drift control agents as required.

## 2.8 Post-Emergent Herbicide

"TRIMEC" 2,4-D.M.C.P.P. DICAMBA (BANVIL) manufactured by P.B.I. Gordon 816-421-4070 distributed by Wilbur Ellis Company (406)-248-1176 or West Chemical Agricultural Chemicals, Inc., (406)-252-3834, or other appropriate control which best fits the weed problem and necessary applications.

## 2.9 Native Topsoil

Refer to Montana Standard Specifications Subsections 203.80 Topsoil Salvaging and placing, 610.00 Topsoiling and 713.06 Topsoil Material.

## 2.10 Imported Topsoil

In the event sufficient quantities of native topsoil cannot be salvaged from the site, the Contractor shall provide imported topsoil to supplement the project requirements. The Contractor shall provide topsoil that meets or exceeds the quality of the native topsoil material available on site. Contractor shall provide source and analysis information to the Owner's Representative, for his approval, prior to delivery. The Contractor shall incorporate into the topsoil, amendments necessary to provide topsoil fertility and quality, equal to or exceeding the characteristics of the native topsoil.

# PART 3 - EXECUTION

## 3.1 SURFACE CONDITIONS

### A. Inspection

Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

Verify that seeding may be completed in accordance with the original design and the reference standards.

### B. Discrepancies

1. In case of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

## 3.2 FINISHING

### A. Topsoil Spreading

Contractor shall provide a 6" minimum compacted, depth of topsoil on all lawn areas. Topsoil shall be graded smoothly and evenly. Lawn area sub grade particularly on slopes shall be roughed and scarified 6" minimum depth to except and bind with the finish layer of topsoil. Topsoil shall be spread in a non-muddy, unfrozen condition. Surface finish shall be +/- 0.1 foot. Compaction of the topsoil layer shall be  $\pm 85\%$  maximum dry density. Refer to Montana Department of Highways Standard Specifications Subsections 610.00 Topsoiling, 203.08 Topsoil Salvaging and Placing, 713.06 topsoil material.

### B. Finish Grading

Grade lawn areas to finish grades, filling as needed or removing surplus dirt and floating areas to a smooth uniform grade. All lawn areas shall slope to drain minimum 2% slope. Where no grades are shown, surfaces shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basins, and elevations at steps or building). Loosen and fine rake areas to receive seed or sod to break up lumps and produce a smooth, even grade, free from unsightly variations, ridges, or depressions. Remove stones one inch or larger, sticks, roots or other debris exposed during this operation. All finish grades shall meet the approval of the Owner's Representative before grass seed is sown or sod is placed.

### C. Weed Control

1. Prior to application of seed or sod, the bed shall be roughed up to a depth of 1/8th inch.
2. Moisten the seedbed to a depth of 1" to promote germination of any seeds contained in the topsoil. If rhizomatous grasses, field bindweed (morning glory) or noxious weeds are evident, the Contractor shall be required to eliminate those undesirable plants prior to seeding or sodding, at the discretion and direction of the Owner's Representative.
3. Spray areas showing weed growth with approved herbicides, mow, and remove clippings prior to final grading. Seeding and sodding shall be executed 72 hours following Roundup application.

### 3.3 PLANTING

#### A. Preparation

1. Hydroseed bed preparation shall pertain to the preparation of the surface of the ground to receive the seed. The ground shall be hand or machine raked to remove all debris, clods, rocks, and other material larger than 1 inch, to a depth of 4 inches. Such debris, clods, rocks, and other material so removed shall be disposed of off the immediate property. Hydroseed bed preparation shall not commence until the moisture conditions make the ground area and soil friable.
2. If there has been a time lapse following the placement of the topsoil to allow it to become settled and compacted on the surface, the areas to be seeded shall be thoroughly worked to a depth of 3 to 4 inches so as to provide a surface of such condition that it will allow application of the seed in compliance with these specifications.
3. Hydroseed beds shall be permitted to settle or firmed by rolling before seeding.
4. Initial application of fertilizer shall be applied evenly at the rate of 600 lbs. of material per Acre prior to seeding and incorporate into the prepared seedbed ½" deep by light raking.

#### B. Sowing

1. Immediately prior to the application of the seed, the soil shall be loose to a depth of at least 1 inch and free from all material as specified. If soil is too loose or dry for good handling, it should be moistened and rolled lightly.
2. Hydroseed all irrigated areas as shown on the plans. Irrigated areas may be seeded any time between April 15 and June 1, and August 10 and September 10, provided the irrigation system is operational. Hydroseed all dry land areas as shown on the plans. Seed to overlap limits of irrigated lawn by one half the distance between sprinkler head and limits of coverage between April 1 and May 15, and September 20 and October 30.
3. Lawn grass shall be sown at 3 pounds per 1000 square feet, (130 lbs./acre) using approved methods that allow for the even precise hydroseeding and incorporation of the seed into the top ½-inch of the prepared seedbed. If seed can be drilled, reduce rate to 60 pounds per acre. A drill type seeder with spacing greater than 3½" is not acceptable. When seed is drilled and the surface is unduly loose, the seedbed shall be compacted by an agricultural roller, cultipacker, or compactor not more than 24 hours after seeding.

4. Apply tackifier on all slopes greater than 4 to 1 at a rate of 100 pounds per acre.
5. Seed and mulch shall be applied in separate and distinct operations except that a minimal amount of mulch may be added to the seed slurry as a visual aid during the seeding process. Mulch applied with seed shall not exceed of mulch for each five (5) gallons of water. This mulch shall be deducted from the total quantity to be applied. The application of the seed slurry shall be made with the equipment having a built-in agitation system and operating capacity sufficient to agitate, suspend, and homogeneously mix slurry containing water, seed, and mulch. The slurry shall be sprayed over the soil in a uniform coat. Wherever practical, the slurry shall be applied normal to the surface being treated to effectively drill the seed in to the seedbed. Hydromulch application shall follow seeding as soon as practical, with consideration for minimal soil erosion through washing. All seeded areas shall be mulched before work is terminated on any day.

C. Mulching

1. Mulch all hydroseeded areas. Topsoil or seed that washes out for reasons attributable to the Contractor's activities or failure to take proper precautions shall be replaced at the Contractor's expense.
2. All structures shall be protected from hydraulic application of mulch material. Any material deposited on walks, streets, inlets, or other structures, shall be removed.
  1. Mulch shall not be applied in the presence of free surface water, but may be applied on damp ground.
  2. Organic mulch shall be mixed with water at a rate of one pound of mulch (dry weight) to one gallon of water, hydraulically applied as per manufacturer's recommendations at a rate of 2000 pounds per acre.

D. Tackifier

Mulch tackifiers shall be mixed with water at a rate specifically by the manufacturer and shall be applied at a minimum rate of 40 pounds per acre.

### 3.4 SOD INSTALLATION

A. Preparation

Bed preparation shall be similar to that required for seedbed preparation.

## B. Application

1. Sod may be placed at any time when the ground is not frozen.
2. A string or line of boards may be used as a guide for setting the first course of sod across the area. Each course is matched against the edge of this course, staggering successive courses. All work should be done on boards laid on top of the sod to avoid footprints or other injuries to the surface.
3. All sod is to be laid on topsoiled areas. The joints shall be butting.
4. Lay sod across slope.
5. Roll or lightly tamp, with suitable wooden or metal tamper, all new sod sufficiently to set or press sod into underlying soil.
6. Before sod is laid, apply fertilizer specified, at the rate of six (6) pounds per 1000 square feet.
7. After sod installation is completed, clean up and thoroughly moisten areas of newly laid sod.

## 3.5 STAKING AND FENCING

### A. General

All newly sodded or seeded areas are to be fenced so as to prevent trampling by foot or vehicular traffic. Fencing shall be removed by Contractor when Owner has determined that the lawn area is successfully established, as dictated in this section.

### B. Materials

1. Posts to be five-foot minimum, six foot maximum green steel t-posts.
2. Fencing to be four-foot Tenax in guardian orange, length variable. Color substitutions allowed only with the direction and approval of the Project Manager.

### C. Performance

1. Staking shall not be performed without prior identification of underground utilities, including but not limited to irrigation.
2. Stakes shall be installed every 16 feet or less, using a t-post driver.

3. Fencing to be attached to posts with nylon fence ties, zip ties or flexible wire.

### 3.6 MAINTENANCE

#### A. General

Maintain original grades of all lawn areas after commencement of planting and during maintenance period until final acceptance of the job, but in no case less than forty-five (45) days.

#### B. Work Included

1. All irrigated areas shall be watered as required to establish a mature stand of grass.
2. All areas shall be watched closely so that they are not permitted to dry out or to form puddles of water, or to be washed by over-application.
3. Mow all seeded lawn at 2½" each time its height reaches 3½". Maintain through a minimum of three mowings to provide an even stand over the entire seeded area, until final inspection and acceptance.
4. Provide a "grow-in" fertilizer, as specified, for all irrigated lawns. Apply six weeks after seed germination. In the case of fall seeding, apply prior to May 1, the following year.
5. Apply post emergence herbicide per the manufacturer's recommendations and application rates, whenever and wherever weed growth jeopardizes or inhibits the development of a mature grass lawn. Apply herbicide in late spring or early summer. Apply only when mean high temperatures are between 60° and 85° F with wind velocities less than five (5) miles per hour. Prior to application, Contractor shall notify Owner, in writing, of the proposed schedule for applying herbicides. Written notice shall include the following items:
  - a. Date of proposed application
  - b. Specific area of proposed application
  - c. Proposed herbicide for application
  - d. Proposed concentration and application rate.

The application area must be signed with Owner-approved signs informing the public of the application and duration of restricted use.

C. Performance

1. Establish a dense lawn of permanent grasses, free from lumps and depressions. Any part failing to show uniform cover and grades free from lumps and depressions shall be redone, and such replacement shall continue until a dense lawn is established. Scattered bare spots will not be allowed. Adequate germination shall equate to 11 to 15 seedlings per square foot over 95 percent of area seeded for native grass areas.
2. Finish grades at the edges of sidewalks, curbs or other hard surface boundaries must be at a level such that the established turf surface will be one (1) inch below the plane of the hard surface for a minimum distance of six (6) feet from the edge.
3. Maintain entire lawn area until the above performance is achieved throughout the project.

D. Replacements

1. Any area that fails to produce an adequate stand of grass shall be re-sodded or reseeded by the Contractor at no additional expense to the Owner.
2. Replacements required because of vandalism or other causes beyond the control of the Contractor are not part of the Contract.
3. For acceptance, the established grass will be judged by the stand's fullness, health, maturity and number of weeds present. Determination and acceptance of grass areas shall be made by the Owner's Representative.

E. Extension of Maintenance Period

Continue the maintenance period at no additional cost to the Owner until all previously noted deficiencies have been corrected, at which time the final inspection shall be made.

3.7 CLEAN-UP

Keep premises neat and orderly including organization of storage areas. Remove trash and debris resulting from lawn preparation from site daily as work progresses. Leave paved areas in a broom clean condition by sweeping or hosing.

**END**

**LAWNS AND GRASS**



## ROUGH CARPENTRY

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Preservative treated wood materials.
- D. Concealed wood blocking, nailers, and supports.

#### 1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2015a.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood; 2012.
- D. PS 20 - American Softwood Lumber Standard; 2010.

#### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

### PART 2 PRODUCTS

#### 2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

#### 2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

#### 2.03 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

#### 2.04 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:

1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
  - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
  - b. Treat lumber exposed to weather.
  - c. Treat lumber in contact with roofing, flashing, or waterproofing.
  - d. Treat lumber in contact with masonry or concrete.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

#### **3.02 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

#### **3.03 ROOF-RELATED CARPENTRY**

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at all roof openings except where prefabricated curbs are specified and where specifically indicated otherwise. Form corners by alternating lapping side members.

**END OF SECTION**

## PREPARATION FOR RE-ROOFING

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.

#### 1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
  - 1. Attendees:
- C. Schedule work to coincide with commencement of installation of new roofing system.

#### 1.03 QUALITY ASSURANCE

- A. Materials Removal Firm Qualifications: Company specializing in performing Asbestos remediation with job Superintendent having minimum 40 hours of documented training, and crew with 8 hours of training.

#### 1.04 FIELD CONDITIONS

- A. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- B. Maintain continuous temporary protection prior to and during installation of new roofing system.

### PART 3 EXECUTION

#### 2.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

#### 2.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

#### 2.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Remove roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets and mechanical units, and roof drains, refer to construction drawings.
- D. Remove insulation and fasteners, cant strips, blocking, and high density cover board.
- E. Remove bituminous-based roof cement.
- F. Repair existing concrete deck surface to provide smooth working surface for new roof system.

#### 2.04 INSTALLATION

#### 2.05 PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- C. Provide for surface drainage from sheeting to existing drainage facilities.

**END OF SECTION**



# Roofing Guarantee

**Whereas** \_\_\_\_\_ of \_\_\_\_\_  
herein called "Contractor" has completed application of the following roof.

Owner: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Type and Name of Building: \_\_\_\_\_  
Location: \_\_\_\_\_  
Area of Roof: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
Date Guarantee Expires: \_\_\_\_\_

**Whereas**, at the inception of such work, Contractor agreed to guarantee the aforesaid roof for a limited period and subject to the conditions herein set forth;

**Now, Therefore**, Contractor hereby **Guarantees**, subject to the conditions herein set forth, that during a period of **Two (2) years** from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in materials or workmanship applied by or through Contractor as may be necessary to maintain said roof in watertight condition.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, hailstorm, flood, earthquake or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied; faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; water leakage due to erosion and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roofing from beneath by rising nails; inadequate drainage, slope, or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects; rodents or other animals; or fire. If the roof is damaged by reason of any of the foregoing, this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by Contractor at the expense of the party requesting such repairs.

2. This guarantee shall become null and void unless the Contractor is promptly notified in writing of any alleged defect in materials or workmanship and provided an opportunity to inspect and, if required by the terms of this Guarantee, to repair the roof.

3. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless Contractor shall first be notified in writing, shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on said roof.

4. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified and the specification is noted in paragraph 9, below.

5. This guarantee shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.

6. This guarantee shall accrue only to the benefit of the original Owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.

7. This guarantee is in lieu of all other guarantees or warranties, express or implied. **ALL IMPLIED GUARANTEES AND WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

8. Additional conditions or exclusions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_



## ELASTOMERIC MEMBRANE ROOFING

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Elastomeric roofing membrane, adhered conventional application. non reinforced 60 mil membrane with inclusion of 1-1/2" hail warranty
- B. Insulation, flat and tapered.
- C. Deck sheathing.
- D. Flashings.
- E. Roofing stack boots and walkway pads.
- F. Warranties.

#### 1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood nailers and curbs.
- B. Section 07 0150.19 - Preparation for Re-Roofing.
- C. Section 07 7200 - Roof Accessories: Roof-mounted units; prefabricated curbs.

#### 1.03 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2015a.
- B. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.
- C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2014.
- D. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2006a (Reapproved 2013).
- E. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers; 2000 (Reapproved 2012).
- F. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact; 2014.
- G. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2013.
- H. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.
- I. FM DS 1-28 - Wind Design; 2007.
- J. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.
- K. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.
  - 1. Meet with Owner's Representative, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Examine deck substrate conditions and finishes for compliance with requirements, including surface flatness and fastening requirements.

5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review temporary protection requirements for roofing system during and after installation.

#### 1.05 SUBMITTALS

- A. See Section 01 0000 - GENERAL REQUIREMENTS, for submittal procedures
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, and adhesives.
- C. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, and setting plan for tapered insulation.
- D. Samples for Verification: Submit two samples 12-by-12 inches in size illustrating insulation.
- E. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is accepted, authorized, or licensed by manufacturer to install roofing system and has experience with projects of similar size and scope
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- H. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.
- I. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

#### 1.06 QUALITY ASSURANCE

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years documented experience, and approved by manufacturer to install and that is eligible to receive manufacturer's warranty. Installer must also prove 5 warranted projects of similar size and scope. Installer shall provide, as part of Bid Form, a letter from roofing membrane manufacturer attesting that the roofing installer meets the specified qualifications and is certified to provide the Owner with the roofing warranty specified.
- C. Contractor's Superintendent shall have 40 hours training in Asbestos regulations.
  1. Other workers shall have 8 hours minimum training in Asbestos regulations.
- D. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with manufacturer's written instructions for handling, storing, and protection during construction.
- E. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

#### 1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 90 degrees F.



- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

#### 1.09 WARRANTY

- A. See Section 01 0000- Closeout Submittals, for additional warranty requirements.
- B. Special Warranty: Contractor shall provide to the Owner a manufacturer's **Twenty (20) year Total Roofing System Warranty** as issued by the roofing system manufacturer for all labor and material including the roofing membrane and corresponding flashing, the insulation cover board, vapor barrier, and roofing fasteners, all related sheet metal work, caulking, adhesives, fastener bars, hard rubber edging, counter flashings, flashings, reglets, expansion joints, perimeter metal fascia, and other material supplied or approved by manufacturer. The warranty shall fully cover the building's Owner for all costs for repair and replacement necessary to properly correct leaks and/or other defects and all resulting damages for a period of **Twenty (20) years** arising from defects in manufacturing and/or errors in material manufacturer and/or installation of the insulation, roofing and flashing systems.
  - 1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards, vapor retarder, walkway products and other components of new membrane roofing system.
  - 2. Warranty Period: 20-year from date of substantial Completion, with 1-1/2" hail warranty.
- C. Special Project Warranty: Contractor shall provide the Owner a **two (2) year water tightness warranty** for the roof work done as specified and drawn herein. The warranty period shall start after Final Acceptance with any and all defects due to faults in the materials or workmanship to be properly and correctly repaired with all costs for such repairs and corrective work to be paid by the Contractor with no extra cost to the Owner. Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering work of this Section, including components of membrane roofing system provided and required by Membrane Manufacturer and installed by the roofing Applicator for the following warranty period:
  - 1. Seven days after written notice has been given to the Contractor requesting repairs and/or corrective action by the Owner and/or Architect, the Contractor shall commence making such repairs and corrective work and should the Contractor fail to do the work so ordered, the Owner may have the work done and charge the cost thereof to the Contractor and his surities who agree to pay the cost thereof.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. EPDM Membrane Materials:
  - 1. Carlisle Roofing Systems, Inc; Sure-Seal EPDM: [www.carlisle-syntec.com/#sle](http://www.carlisle-syntec.com/#sle).
  - 2. Firestone Building Products, LLC; FR RubberGard: [www.firestonebpco.com](http://www.firestonebpco.com).
  - 3. GenFlex Roofing Systems, LLC; \_\_\_\_\_: [www.genflex.com/#sle](http://www.genflex.com/#sle).
  - 4. Versico, a division of Carlisle Construction Materials Inc; VersiGard EPDM: [www.versico.com/#sle](http://www.versico.com/#sle).
  - 5. Substitutions: See section 01 0000 GENERAL REQUIREMENTS.
- B. Insulation:
  - 1. GAF: [www.gaf.com/#sle](http://www.gaf.com/#sle).
  - 2. Owens Corning Corporation; \_\_\_\_\_: [www.owenscorning.com/#sle](http://www.owenscorning.com/#sle).
  - 3. Versico, a division of Carlisle Construction Materials Inc; SecurShield Insulation: [www.versico.com/#sle](http://www.versico.com/#sle).
  - 4. Substitutions: Substitutions: See section 01 0000 GENERAL REQUIREMENTS..

## 2.02 ROOFING - UNBALLASTED APPLICATIONS

- A. Elastomeric Membrane Roofing: One ply membrane, fully adhered, over vapor retarder and insulation.
- B. Roofing Assembly Requirements:
  - 1. Roof Covering External Fire Resistance Classification: UL (DIR) certified Class A.
  - 2. Factory Mutual Classification: Class 1 and windstorm resistance of 1-90, in accordance with FM DS 1-28.
  - 3. Insulation Thermal Value (R), minimum: 30; provide insulation of thickness required.
- C. Acceptable Insulation Types - Constant Thickness Application:
  - 1. Minimum 2 layers of polyisocyanurate board.
- D. Acceptable Insulation Types - Tapered Application: Any type that meets requirements and is approved by membrane manufacturer for application.
  - 1. Tapered polyisocyanurate board covered with uniform thickness polyisocyanurate or glass fiber board.

## 2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); non-reinforced; complying with minimum properties of ASTM D4637.
  - 1. Thickness: 0.060 inch.
  - 2. Sheet Width: 76 inch, minimum; factory-fabricate into largest sheets possible.
  - 3. Color: Black.
  - 4. Tensile Strength: 1600 psi, measured in accordance with ASTM D412.
  - 5. Ultimate Elongation: 465 percent, measured in accordance with ASTM D412.
  - 6. Tear Strength: 150 lbf/inch, measured in accordance with ASTM D624.
  - 7. Water Vapor Permeability: .03 perm inch, measured in accordance with ASTM E96/E96M.
  - 8. Brittleness Temperature: -49 deg F., measured in accordance with ASTM D746.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Vapor Retarder: self-adhered, 30 mil (min.), complying with requirements of fire rating classification; compatible with roofing and insulation materials.
  - 1. Vapor Permeability: 0.017 perm inch, measured in accordance with ASTM E96/E96M.
- D. Flexible Flashing Material: Same material as membrane; complying with the following:
  - 1. Thickness: 60 mil.
  - 2. Tensile Strength: 1,200 psi.
  - 3. Elasticity: 50 percent with full recovery without set.
  - 4. Color: Black.
- E. Cushion Sheet: loose laid membrane matching roofing material.

## 2.04 DECK SHEATHING AND COVER BOARDS

- A. Substrate Board: Glass mat faced, water-resistant gypsum panels, ASTM C1177/C1177M, fire resistant type, 1/2 inch thick. Fully adhered.
  - 1. Manufacturers:
    - a. Subject to compliance with requirements, provide "Dens-Deck" by Georgia-Pacific Corporation or approved equal..
    - b. USG; [www.usg.com](http://www.usg.com)
    - c. GAF; [www.gaf.com](http://www.gaf.com)
    - d. Substitutions: See section 01 0000 GENERAL REQUIREMENTS..

## 2.05 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
  - 1. Classifications:
    - a. Type II:
      - 1) Class 1 - Faced with glass fiber reinforced cellulosic felt facers on both major surfaces of core foam.

- 2) Compressive Strength: Classes 1-2-3, Grade 3 - 25 psi (172 kPa), minimum.
  - 3) Thermal Resistance, R-value: At 1-1/2 inch thick; Class 1, Grades 1-2-3 - 8.4 (1.48) at 75 degrees F.
2. Board Size: 48 by 96 inch.
  3. Board Thickness: 2.0 inch.
  4. Board Edges: Square.
  5. Manufacturers:
    - a. Dow Chemical Company: [www.dow.com/#sle](http://www.dow.com/#sle).
    - b. GAF; EnergyGuard Polyiso Insulation: [www.gaf.com/#sle](http://www.gaf.com/#sle).
    - c. Substitutions:: See Substitution Request, Form 99.

## 2.06 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane, and site formed boots around existing penetrations; same material as membrane.
- B. Sheathing Adhesive: As recommended by manufacturer for adhering gypsum sheathing to insulation.
- C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self adhering.
- D. Membrane Adhesive: As recommended by membrane manufacturer.
- E. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- F. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- G. Insulation Adhesive: As recommended by insulation manufacturer.
- H. Roofing Nails: Galvanized, hot dipped type, size and configuration as required to suit application.
- I. Strip Reglet Devices: Galvanized steel, maximum possible lengths per location, with attachment flanges.
- J. Sealants: As recommended by membrane manufacturer.
- K. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
  1. Composition: Roofing membrane manufacturer's standard.
  2. Size:   30   by   30   inch.
  3. Surface Color: White or yellow.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and nailing strips and reglets are in place.

### 3.02 CONCRETE DECK PREPARATION

- A. Fill surface honeycomb and variations with latex filler.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

### 3.03 VAPOR RETARDER AND INSULATION - UNDER MEMBRANE

- A. Apply vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.

1. Extend vapor retarder under cant strips and blocking to deck edge.
  2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation:
1. Embed first layer of insulation in full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.
  2. Fully adhere each subsequent layer of insulation to deck in accordance with roofing manufacturer's instructions and Factory Mutual requirements.
- D. Lay subsequent layers of insulation with joints staggered minimum 24 inch from joints of preceding layer.
- E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- F. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- G. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- H. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 18 inches.
- I. Do not apply more insulation than can be covered with membrane in same day.

#### **3.04 MEMBRANE APPLICATION**

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate at rate of 1 gal/square. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 6 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
  2. Fully adhere flexible flashing over membrane and up to nailing strips.
  3. Secure flashing to nailing strips at 4 inches on center.
  4. Insert flashing into reglets and secure.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.
- G. Coordinate installation of roof drains and sumps and related flashings.
- H. Coordinate installation of associated counterflashings installed under other sections.

#### **3.05 FINISHING UNBALLASTED SURFACES**

- A. Install walkway pads. Space pad joints to permit drainage. See drawings.

#### **3.06 FIELD QUALITY CONTROL**

- A. See Section 01 0000 - General Requirements for quality control.
- B. Require site attendance of roofing material manufacturers monthly during installation of the Work.

#### **3.07 CLEANING**

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

**3.08 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

**END OF SECTION**



## SHEET METAL FLASHING AND TRIM

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, gutters, downspouts, and parapets and scuppers.
- B. Sealants for joints within sheet metal fabrications.
- C. Reglets and accessories.
- D. Precast concrete splash pads.

#### 1.02 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2012.
- B. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- D. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- F. CDA A4050 - Copper in Architecture - Handbook; current edition.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

#### 1.03 SUBMITTALS

- A. See section 01 0000 GENERAL REQUIREMENTS.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Flashing profiles (dimensions and material) and location schedule.
  - 1. Each flashing profile, trim profile, gutter profile, downspout profile, and parapet scupper.
  - 2. Submit a minimum of 21 days prior to start of siding, wall panel, or sheet metal roofing scheduled installation for coordination and approval.
- D. Samples: Submit two 4inch samples of each flashing or trim profile for approval prior to fabrication.

#### 1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

### PART 2 PRODUCTS

#### 2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239 inch) thick base metal.
- B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch thick base metal, shop pre-coated with PVDF coating.
  - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
  - 2. Manufacturer:
    - a. Pac-Clad

- b. Bridger Steel
- c. Or approved equal.
- 3. Color: As indicated on drawings.
  - a. Flashing color at parapet wall cap or drip edge to match existing, clear anodized aluminum look.
- C. Aluminum: ASTM B209 (ASTM B209M); 20 gage (0.032 inch) thick; anodized finish to match existing finish.
  - 1. Clear Anodized Finish: AAMA 611 AA-M12C22A41 Class I clear anodic coating not less than 0.7 mils thick. match existing
- D. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); 20 gage (0.032 inch) thick; plain finish shop pre-coated with fluoropolymer coating.
  - 1. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system.
  - 2. Color: As selected by Architect from manufacturer's custom colors to match clear anodized aluminum look.

## 2.02 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant to be Concealed in Completed Work: Non-curing butyl sealant.
- E. Sealant to be Exposed in Completed Work: ASTM C920; elastomeric sealant, 100 percent silicone with minimum movement capability of plus/minus 25 percent and recommended by manufacturer for substrates to be sealed; clear.
- F. Plastic Cement: ASTM D4586, Type I.
- G. Reglets: Recessed type, galvanized steel; face and ends covered with plastic tape.

## 2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet, minimum 3 inches wide, interlocking with sheet.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

## 2.04 ROOF DRAINAGE AND WALL FLASHING SHEET METAL FABRICATIONS

- A. Gutters: Profile as indicated. Fabricate to cross sections indicated, complete with end pieces, outlet tubes, and other accessories required. Fabricate in sections no less than 96 inches. Furnish flat stock gutter and gutter brackets from the same metal as gutters, of size recommended by SMACNA but in no case less than twice the gutter thickness. Fabricate expansion joints, expansion joint covers, and gutter accessories from the same metal as gutters.
  - 1. Fabricate from the following material:
    - a. Prefinished coated steel:
      - 1) Color: To be selected by Architect
      - 2) Thickness: 21 gauge
  - 2. Install gutter straps at 24 inches on center (from gutter edge to 18" above eave) under prefinished metal roofing prior to roofing installation. Gutter installer to coordinate with roofing installer to confirm sequencing so gutter straps do not penetrate eave roofing.



- a. Color, Gauge, and Finish to match gutter.
  - b. Starp Width: 1 inch minimum.
  - c. Connection to gutter: Minimum 2 rivets
- B. Downspouts: Profile as indicated. Fabricate open downspout to cross sections indicate. Furnish flat stock gutter and gutter brackets from the same metal as gutters, of size recommended by SMACNA but in no case less than twice the gutter thickness.
1. Fabricate from the following material:
    - a. Prefinished coated steel:
      - 1) Color: To be selected by Architect.
      - 2) Thickness: 22 gauge
  2. Provide section of closed downspout at the top and bottom for the first 24 inches and last 24 inches.
- C. Conductor Heads: Fabricate with flanged back and stiffened top edge and of dimensions and shape indicated complete with outlet tubes and built-in overflows.
1. Fabricate from the following material:
    - a. Prefinished coated steel:
      - 1) Color: To be selected by Architect.
      - 2) Thickness: 22 gauge
- D. Parapet Scuppers: Fabricate of dimensions required with closure flange trim to exterior, 4 inch wide wall flanges to interior, and base extending 4 inches into the field of the roof.
1. Fabricate from the following material:
    - a. Prefinished coated steel:
      - 1) Color: To be selected by Architect.
      - 2) Thickness: 22 gauge
- E. Accessories: Profiled to suit gutters and downspouts.
1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
- F. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment.
- G. Seal metal joints.

## 2.05 LOW SLOPE ROOF SHEET METAL FABRICATIONS

- A. Copings: Fabricate to profiles indicated, complete with continuous cleats to support the edge of the external leg, drilled elongated holes for gasketed fasteners on interior leg (heads match flashing color), one piece corners (no mitered), and other accessories required.
1. Fabricate in sections no less than 96 inches and not more than 120 inches.
  2. Fabricate from the following material:
    - a. Prefinished coated steel:
      - 1) Color: To be selected by Architect.
      - 2) Thickness: 22 gauge

## 2.06 OTHER SHEET METAL FABRICATIONS

- A. Sheet Metal Fascia - see drawings for locations of fascias at the roof that shall be fully covered by sheet metal.
1. Provide for expansion and contraction to prevent oil canning.
  2. Verify profiles and fastening in show drawing process with flashing profiles schedule and drawings.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### 3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

### 3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Seal metal joints watertight.
- E. Secure gutters and downspouts in place with concealed fasteners.
- F. Hanging gutters: Join sections with riveted and soldered or lapped joints with butyl sealant. Provide for thermal expansion at locations shown but not more than 50 feet apart. Install covers over expansion joints.
- G. Downspouts: Join sections with 1 1/2 inch telescoping joints. Secure downspouts 1 inch away from walls. Locate support brackets 6 inches from top, 6-12 inches from the bottom and approximately 60 inches between.
- H. Set splash pads under downspouts.
- I. Wall Scuppers: Where wall scuppers are used as a roof drain overflow, install the lower edge 2 inches above the associated primary roof drain flow line.
  - 1. See Drawings for size (8"x6").
- J. Roof Edge Flashing: Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at maximum 16 inch centers.
- K. Roof Edge Flashing: Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at maximum 16 inch centers.

**END OF SECTION**

## ROOF SPECIALTIES

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including Roof drains.

#### 1.02 REFERENCE STANDARDS

- A. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2017.
- B. NRCA (RM) - The NRCA Roofing Manual; 2018.

#### 1.03 SUBMITTALS

- A. See Section 01 0000 - General Requirements for submittal procedures.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Roof drains: See Division 22
  - 1. Zurn; [www.zurn.com](http://www.zurn.com)
  - 2. Jay R. Smith MFG. CO; [www.jrsmith.com](http://www.jrsmith.com)
  - 3. Substitutions: See Section 01 0000 GENERAL REQUIREMENTS.

#### 2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; mitered, welded corners; concealed fasteners.
  - 1. Configuration: Fascia, cant, and edge securement for roof membrane.
  - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
  - 3. Material: Formed aluminum sheet, 0.063 inch thick, minimum.
  - 4. Finish: Anodized natural (clear).
  - 5. Color: Match existing clear aluminum.
- B. Copings: Factory fabricated to sizes required; mitered, welded corners; concealed fasteners.
  - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness and finish as cap; concealed stainless steel fasteners.
  - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
  - 3. Material: Formed aluminum sheet, 0.063 inch thick, minimum.
  - 4. Finish: Anodized natural (clear).
  - 5. Color: Match existing clear aluminum..

### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Seal joints within components when required by component manufacturer.
- C. Anchor components securely.
- D. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
- E. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.
- F. Coordinate core drilling of concrete roof deck with building occupants.
- G. Connect new roof drain leader pipe to existing roof drain pipe.

H. Insulate drain pipe full length.

**END OF SECTION**

## ROOF ACCESSORIES

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Curbs.
- B. Equipment rails.
- C. Roof penetrations mounting curbs.
- D. Non-penetrating pedestals.
- E. Safety tie-off systems.

#### 1.02 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.

#### 1.03 SUBMITTALS

- A. See Section 01 0000 - GENERAL REQUIREMENTS, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.

#### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

### PART 2 PRODUCTS

#### 2.01 ROOF CURBS

- A. Manufactured Curbs, Equipment Rails, and Other Roof Mounting Assemblies: Factory-assembled insulated sheet metal construction with fully mitered and welded corners, integral counterflashing, internal reinforcing, and top side and edges formed to shed water.
  - 1. Applications: Roof curbs used for roof penetrations/openings as indicated on drawings.
  - 2. Roof Curb Mounting Substrate: Curb substrate consists of flat roof deck sheathing with insulation.
  - 3. Provide layouts and configurations indicated on drawings.
- B. Curbs Adjacent to Roof Openings: Provide curb on each side of opening, with top of curb horizontal for equipment mounting.
  - 1. Provide preservative treated wood nailers along top of curb.
  - 2. Insulate inside curbs with 1-1/2 inch thick fiberglass insulation.
  - 3. Height Above Finished Roof Surface: 14 inches, minimum.
- C. Equipment Rail Curbs:
  - 1. Galvanized pipe raised mounting system.
    - a. See drawings for basis of design and dimensioning
    - b. Schedule 40 galvanized threaded pipe.
    - c. 6"x6" x 3/8" thick base plates, predrilled for (4) 3/8" expansion bolts.
  - 2. Premanufactured steel rail support system.
    - a. Basis of Design: DiversiTech, Quick Sling
    - b. Provide stand suitable for existing equipment.
    - c. Provide all required accessories as required.

- D. Pipe, Duct, or Conduit Mounting Curbs: Vertical posts, minimum 2 inches round unless otherwise indicated.
  - 1. Provide sliding channel welded along top edge with adjustable height steel bracket, fabricated to fit item supported.
  - 2. Height Above Roof Deck: 24 inches, minimum.

## 2.02 NON-PENETRATING ROOFTOP SUPPORTS/ASSEMBLIES

- A. Non-Penetrating Rooftop Support/Assemblies: Manufacturer-engineered and factory-fabricated, with pedestal bases that rest on top of roofing membrane, and not requiring any attachment to roof structure and not penetrating roofing assembly.
  - 1. Design Loadings and Configurations: As required by applicable codes.
  - 2. Height: Provide minimum clearance of 6 inches under supported items to top of roofing.
  - 3. Support Spacing and Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
  - 4. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
  - 5. Hardware, Bolts, Nuts, and Washers: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A153/A153M.
- B. Fall Protection: (Add Alternate #1)
  - 1. Basis of Design:
    - a. Guardian Fall Protection, CB-18 Anchor.
    - b. 12" x 12" steel base
    - c. 18" post
    - d. galvanized steel
  - 2. Substitutions: See Substitution Request, Form 99
- C. Non-Penetrating Pedestals: Steel pedestals with square, round, or rectangular bases.
  - 1. Bases: High density polypropylene.
  - 2. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
  - 3. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

**END OF SECTION**

## JOINT SEALERS

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Sealants and joint backing.

#### 1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with other sections referencing this section.

#### 1.03 SUBMITTALS

- A. Product Data: Provide data indicating sealant performance criteria, substrate preparation, and color availability.
- B. Manufacturer's Installation Instructions: Indicate special procedures.

#### 1.04 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

#### 1.05 WARRANTY

- A. Correct defective work within a five year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Urethane Sealants:
  - 1. Self leveling, traffic grade:
    - a. Pecora Corporation; Pecora Urethane® NR-200; [www.pecora.com](http://www.pecora.com).
    - b. BASF Construction Chemicals-Building Systems; Masterinject 1210 IUG: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com)
    - c. Tremco Corporation; THC-900; <http://www.tremcosealants.com>
    - d. Or approved equal.
    - e. Use: Exterior and interior joints in horizontal surfaces of concrete; between concrete and metal; between concrete and masonry.
  - 2. Two Part non-sag:
    - a. Sika Corporation; Sikaflex 2c NS; <http://usa.sika.com>
    - b. Pecora Corporation; DynaTrol II General Purpose Two Part Polyurethane Sealant: [www.pecora.com](http://www.pecora.com).
    - c. BASF Construction Chemicals-Building Systems; Product Sonolastic NP2: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
    - d. Use: Exterior and interior joints in vertical surfaces of concrete and masonry; between concrete or masonry, between metal and concrete or masonry, perimeter of hollow metal door frames in exterior walls, overhead or ceiling joints, and interior of glazed storefront systems.

#### 2.02 SEALANTS

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Polyurea Concrete Floor Joint Filler: Self-leveling, pourable, semi-rigid sealant intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.
  - 1. Composition: Single or multi-part, 100 percent solids by weight.
  - 2. Hardness: 75, minimum, after 7 days, when tested in accordance with ASTM D2240 Shore A.

### 2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### 3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

### 3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.
- H. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.
- I. Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal all joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.
- J. Concrete Floor Joint Filler: Install concrete floor joint filler per manufacturer's written instructions. After floor joint filler is fully cured, shave joint filler flush with top of concrete slab.

### 3.04 CLEANING

- A. Clean adjacent soiled surfaces.

### 3.05 PROTECTION

- A. Protect sealants until cured.

**END OF SECTION**



## EXTERIOR PAINTING

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Floors, unless specifically indicated.
  - 6. Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.
  - 7. Glass.
  - 8. Concealed pipes, ducts, and conduits.

#### 1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015.
- D. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

#### 1.03 SUBMITTALS

- A. See Section 01 0000 - General Requirements for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. MPI paint formula and 8 1/2 by 11 inch paper "draw down" sample of final color used.

#### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

### 1.05 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Paints:
  - 1. Glidden Professional, a product of PPG Architectural Coatings: [www.gliddenprofessional.com](http://www.gliddenprofessional.com).
  - 2. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
- B. Substitutions: See Section 01 0000 - GENERAL REQUIREMENTS, for Substitution requirements and Form.

### 2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
  - 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Selection to be made by Architect after award of contract.
  - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.

### 2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed metal.
  - 1. Top Coat(s): Exterior Alkyd Enamel; MPI #94 or 96.
    - a. Products:
      - 1) Sherwin Williams: Sher-Kem Pro Industrial Urethane Alkyd Enamel - F75TC1.
      - 2) Substitutions: See Section 01 0000 - GENERAL REQUIREMENTS, for Substitution requirements and Form..
  - 2. Primer: As recommended by top coat manufacturer for specific substrate.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
  - 3. Remove rust, loose mill scale, and other foreign substances using using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.

### **3.02 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.03 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

### **3.04 COLOR SCHEDULE**

**END OF SECTION**



**DIVISION 22 – PLUMBING**  
**SECTION 22 00 00**  
**GENERAL PROVISIONS FOR PLUMBING PIPING WORK**

**PART 1 GENERAL**

**1.1 ALTERNATES**

- A. Take cognizance of any change required in this work which may be a direct result of any alternate bid item listed and include the price deemed necessary to meet the requirements of the respective alternate.

**1.2 BIDDING**

- A. The Contractor shall provide labor, materials, equipment, items, articles, operations and methods listed, shown, scheduled, or mentioned on the drawings, and/or specified, including all incidentals required for their completion.
- B. The Contractor shall refer to the General part of these specifications, such as Instructions to Bidders, Special Conditions and DIVISION 01 for restrictions covering time that work can be performed in certain areas, noisy and dusty operations, sequence of work, access to restricted areas and similar types of work and operations.

**1.3 SUBSTITUTIONS**

- A. Most items in this Division are eligible for substitution in accordance with the General Conditions and Supplements thereto. Where a proprietary specification is written for a particular item, then only that item may be used.
- B. When the Engineer deems it necessary, to assure satisfactory installation and compatibility with other equipment, piping, ductwork, electrical provisions and other appurtenances, the Contractor shall prepare scale drawings of the substitute item showing proposed location, connections, relation to other equipment and other pertinent data such as maintenance space requirements, electrical requirements, height and weight. Drawings must receive Engineer's approval before the substitution is made.
- C. It is the Contractor's responsibility that the substitute item shall fit into the space allocated and that the item can be installed and function as intended. Should changes in the work of any Contractor become necessary as a result of any substitute item under this Division, such changes shall be arranged and paid for by this Contractor.
- D. Capacities of substitute items shall not be less than that of the specified item.
- E. The performance of the factory representative and supplier on past work will be a consideration in the approval process of substitute items.
- F. The final decision as to acceptability rests with the Engineer.

**1.4 CODES, REGULATIONS AND PERMITS**

- A. All materials and equipment shall be new, approved by the governing authority, and be in new, undamaged condition when installed.
- B. Comply with the International Mechanical Code, National Fire Protection Association Fire Codes, State of Montana Plumbing Code, International Building Code, and all other applicable Federal, State, County and City codes, regulations and ordinances. Comply with DIVISION 26 and all codes referenced therein for any and all electrical work accomplished under this Division or by this Contractor.
- C. Arrange for and obtain all permits and approvals required for the execution of the work.

**1.5 INTENT OF DRAWINGS**

- A. Pipe or duct risers and other diagrams are schematic only and not to scale. They are intended only to indicate sizes or relative arrangement of pipe and equipment shown elsewhere in plan view.

**1.6 WORKMANSHIP**

- A. Work shall be accomplished by workmen skilled in the particular trade, in conformance with best practices and to meet all applicable codes.
- B. This Contractor shall replace materials or equipment not properly installed or finished, without increase in payment received.

**1.7 RESPONSIBILITY**

- A. The Contractor is responsible for installation of a satisfactory and complete piece of work in accordance with true intent of the drawings and specifications.
- B. Consult all drawings for the project to predetermine that the work and equipment will fit as planned.
- C. The location of piping, ducts, equipment, etc., shall be checked to ensure clearance from openings, structural members, cabinets, lights, outlets, and equipment having fixed locations. This shall be accomplished prior to fabrication of pipe or ducts.
- D. If, at any time, and in any case, changes in location of piping, ducts, equipment, etc., becomes necessary due to existing obstacles or installation of other trades shown on any of the project drawings and such conflict could have been avoided by proper coordination between trades or proper pre-planning of work, such required changes shall be made by the Contractor at no extra cost. These changes are to be recorded on the record drawings.
- E. This Contractor is responsible to provide all incidental electrical interconnections, control wiring, etc., which are necessary for system completion and which are not specifically shown or otherwise indicated on the electrical drawings or specified in DIVISION 26.
- F. All electrical work incidental to or accomplished under this Division shall comply with all requirements of DIVISION 26.

**1.8 DELIVERY AND STORAGE OF MATERIALS**

- B. A. Make provisions which are acceptable to the Owner and Engineer for delivery and storage of materials.
- C. Make provisions for introduction into the building of equipment furnished under this Division. Refer to DIVISION 01 for additional provisions to allow equipment passage into the building.
- D. All materials shall be protected from damage and from weather. Cover, enclose and protect all stored materials and preserve in new, clean condition. Keep all openings in pipe, ductwork and equipment closed with caps and covers. All materials shall be elevated above the ground or floor during storage.
- E. All materials and products installed shall be new and shall be in new and undamaged condition. Materials which are rusted, weathered or otherwise depleted in condition shall not be installed.

**1.9 MANUFACTURER'S DIRECTIONS**

- A. Manufactured materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless noted otherwise herein or on the drawings.
- B. Certain items of equipment, as noted herein, shall be checked out, started and put into service by factory representatives.

**1.10 CUTTING, PATCHING, REPAIRING**

- A. Cutting, patching and repairing required by the work of this Division shall be the responsibility of this Contractor.
- B. Work shall be performed in accordance with DIVISION 01 of these specifications.
- C. The performance of this work shall not weaken the structural integrity of the building.
- D. Any abrasion or disfigurement of the finished work or any portion of the building where any such abrasion or disfigurement is caused by the activities of the Contractor shall be repaired and neatly refinished to match the adjacent work.

### 1.11 OPENINGS IN PIPES AND DUCTS

- A. Openings in pipes and ducts shall be kept closed during progress of work.
- B. The Contractor is required to clean new systems found dirty to the satisfaction of the Engineer at no additional cost.

### 1.12 CLEANUP

- A. Upon completion of work, remove materials, scraps, etc., relative to this work and leave the premises in a clean and orderly condition. This applies equally to finished, unfinished and concealed spaces.
- B. Clean equipment of dirt and debris.

### 1.13 SAMPLES

- A. The Contractor shall submit actual production samples on any material or equipment requested if, in the Engineer's opinion, it is necessary in order to determine the quality, workmanship, operation, etc. of the item.
- B. Samples will be returned to the Contractor. Approved samples may be used on the job.
- C. Costs incurred in providing and returning samples will be the responsibility of the Contractor.

### 1.14 TEMPORARY SERVICES

- A. See DIVISION 01 - GENERAL REQUIREMENTS for Temporary Facilities.

### 1.15 FIRE PROTECTION

- A. Metallic pipe, duct and other penetrations of all fire partitions, walls and floors shall be effectively fire-stopped to equal the fire rating of the floor or partition using materials and methods UL approved and tested to meet all conditions of ASTM E119, UL 1479 and ASTM E814 tests. One such material is Carborundum bulk "Fiberfrax" fiber packing for filling the annular space between pipe and sleeve or hole and Fiberfrax LDS moldable caulking for sealing in the fiber packing. Other acceptable materials are Dow Corning 3-6548 Silicon RTV foam firestop system, General Electric 'Pensil' 851 system or U.S.G. fire code compound and Thermafire.
- PVC pipe, duct penetrations to be fire stopped same as metallic penetrations with the addition of an intumescent wrap to effectively close the hole if PVC vaporizes.
- In lieu of using caulks or other field-placed filler materials as noted above, the fire stopping of pipe penetrations may be accomplished using a fire-rated intumescent mechanical seal system such as "Metraseal 120" as produced by the Metraflex Company. Where the use of such seal systems are specifically noted on plans, then only these systems shall be utilized.
- D. Construction of permanent bracing, framing, roof curbs and platforms or other structures which utilize wood construction shall be fabricated from fire resistant treated materials or shall be otherwise protected by approved fire resistant materials.

### 1.16 ACCESS DOORS

- A. Where access to valves, dampers, equipment, etc. is required, provide Inryco/Milcor Type "K", "DW", or "M" doors. Access doors required in fire-rated walls or ceilings shall be U.L. approved, similar and equal to Ruskin #APW1. Size of door shall be sufficient to provide proper access to item, if size is not listed on the drawings.

### 1.17 COMPLETION AND TESTS

- A. Complete and test each system as specified. Submit all reports and complete the Project Completion Checklist in PART 3 of this Section. Leave all systems in proper operation.
- B. At the time of finalizing the project, a demonstration of all systems shall be performed in the presence of the Owner's designated representative. The Contractor shall demonstrate that the systems perform in the manner described in the specifications and indicated on the drawings.

### 1.18 OPERATING INSTRUCTIONS

- A. The Contractor shall provide qualified personnel to instruct the Owner's maintenance personnel in the operation and maintenance of all the new systems and equipment. In general, these instructions may be given by the installer of the system. However, some equipment or systems require instruction be given by an authorized agent of the supplier or manufacturer. See the individual Sections of this Division for specific training requirements.
- B. Written operation and maintenance instructions, as produced by the manufacturer, shall be provided for all equipment. These instructions shall be bound and submitted as described in this Section.

### 1.19 RECORD DRAWINGS

- A. A separate set of mechanical drawings shall be maintained at the job site at all times and shall be used as record drawings. This set shall be kept up to date with all changes and/or additions in the construction and/or mechanical systems, and shall be delivered to the Engineer at the completion of this job. This set of drawings shall be kept clean and protected at all times.

## PART 2 SUBMITTALS AND BROCHURES OF EQUIPMENT

### 2.1 MANUFACTURERS AND PRODUCTS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified. Other products may be approved by the Engineer.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified. Other manufacturers may be approved by the Engineer.

### 2.2 GENERAL

- A. The literature required to be submitted and approved in order to fulfill the requirements of this Division falls into two general categories. These are the "Brochures of Equipment" and "Submittals."
- B. "Submittals" is a general term for informational literature which must be supplied to and approved by the Contractor and the Engineer prior to installing, receiving, or in some instances, even ordering equipment. The normal required types of submittals include shop drawings, manufacturer's literature, installation and operation instructions (from the manufacturer) and wiring diagrams. System reports, such as start-up reports or balancing reports, and the project completion checklist are two forms of submittals which are required after the equipment has been installed and is operational
- C. Brochures of Equipment are booklets assembled by the contractor which contain operation, maintenance and repair literature for all equipment installed under the requirements of the project. They will be used by the Owner's personnel as the primary source of information for operating and maintaining the installed systems. As such, they shall exhibit a professional quality, high degree of clarity and durability which will allow their use throughout the useful life of the installed system.
- D. General copies of all returned, approved submittals shall be included in the Brochures of Equipment. These books shall also include complete operation and maintenance literature for each piece of equipment such as may be packaged with the equipment for O&M components. They will be used by the Owner's personnel as the primary source of information for operating and maintaining the installed systems and as such, they shall exhibit a high degree of clarity, thoroughness, and shall be suitable bound and arranged to be useful and durable throughout the life of the installed systems.

### 2.3 SUBMITTALS

- A. The contractor shall procure all manufacturers' literature and produce or have produced, all drawings, calculations or other data as required by either the Submittal Schedule contained in this Section or as specifically called out in the individual Sections of this Division.



- B. Submittal materials shall be complete in every respect and shall clearly indicate equipment features, dimensions, weights, performance characteristics and capacities. Capacity and performance calculations shall be adjusted to indicate actual equipment performance at the project elevation. Literature or drawings which describe more than one model or size of equipment shall be marked with arrows or otherwise clearly inscribed to identify the actual equipment which will be furnished. All options and special parts of features shall also be clearly identified. All submitted materials must be clear, complete and legible. Copies or duplications of poor quality will not be reviewed or accepted.
- C. Where specified or otherwise required, proof of equipment compliance with standards or listings by specific agencies (e.g. AGA, ASME, etc.) shall be included in submittal material.
- D. Submittals for all equipment shall be routed through and reviewed by the Contractor. The Contractor shall check all submittals for adequate identification, number of copies, correctness and compliance with contract drawings and specifications and apply his stamp of approval. For submittals which are required to be reviewed by the Engineer, a minimum of six copies shall be forwarded for approval after review and approval by the Contractor. These shall be returned and shall be revised and resubmitted until acceptable and approved by the Engineer. A minimum of two copies of each submittal will be retained by the Architect and Engineer. Copies of ALL submittals, including those which are not required to be forwarded for the Engineer's approval, shall be included in the Brochures of Equipment.

Submittals will be either accepted or rejected by the Engineer in their entirety. Upon rejection of any submittal, the entire submittal package shall be resubmitted. No partial approval will be granted for any equipment which is a part of a rejected submittal.

Individual submittals may include data for more than one piece of equipment. However, submittal data for equipment specified in different sections of specifications shall not be included in the same submittal package. For example, submittal data for insulation specified in Section 220719 shall not be included in the same submittal package as data for pipe hangers as specified in Section 220529.

Submittals shall be bound by staples, comb binders or flexible post binders. Three-ring binders shall not be used. Submittals not bound as specified herein shall be rejected and returned without review.

- H. Approval of submittals by the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve him from responsibility for errors in shop drawings or other submittal literature.

## **2.4 SUBMITTAL SCHEDULE**

- A. The following is an index of the Sections of this Division and a schedule of the submittal data required for each Section. Items marked "c" under each heading for the various submittal forms shall be submitted to the Contractor for review and approval. Items marked "c" and "e" are to be forwarded to the Engineer for review and approval after the Contractor has affixed his approval. All marked items shall be included in the Brochures of Equipment whether or not they require initial forwarding to the Engineer. All submittal literature appearing in the Brochures of Equipment shall be stamped or marked as approved by the Contractor.
- B. All submittals required by the schedule shall be checked, revised, as necessary, and approved by the Contractor. Submittals which are required to be forwarded to the Engineer shall first be reviewed and approved by the Contractor.
- C. Submit any additional materials, not found on the Submittal Schedule, as required by the contract drawings or individual Sections of this Division of contract specifications.

Section	Title	Shop Dwg	Mfr Lit	Install Oper Book	Wiring Diag.	Report
22 0000	General Provisions For Plumbing Piping Work					
22 0515	Plumbing Piping Specialties		ce			
22 0548	Vibration and Seismic Controls For Plumbing Piping and Equipment		ce			
22 1316	Sanitary Waste And Vent Piping		ce			
22 1423	Storm Drainage Piping Specialties	ce	ce			

**2.5 BROCHURES OF EQUIPMENT**

- A. The Contractor shall prepare and submit two complete Brochures of Equipment. Each shall contain all required submittal data for the construction materials and each piece of equipment (reference Submittal Schedule, Sections 22 0000 & 23 0000) installed under this project. The literature required for submittal purposes shall be expanded to include operation and maintenance literature for each piece of equipment. Maintenance information shall be complete in every respect and shall include parts lists and assembly drawings wherever applicable. Manuals, catalogs, etc., shall be new, as supplied by the factory, and not photocopied. The Brochures shall also include a copy of the submittal requirement list (SECTION 22 0000 2.03) and a final copy of the project completion checklist (SECTION 22 0000 3.01 B).
- B. All literature shall clearly indicate the equipment it represents and shall be labeled with the equipment identification abbreviation found on the drawings, e.g. EF-1, etc. All information which is not applicable to the particular model and size supplied shall be clearly and neatly crossed out with heavy black marker or other suitable means. This includes dimensional drawings, maintenance information, parts lists, wiring diagrams, etc. Only the information applicable to the particular equipment supplied shall remain and it shall be easy to follow. Booklets not meeting these requirements shall be returned for correction.
- C. Binders shall be high quality telescoping post type with slide or lever release, metal hinges, and covered hardboard or rigid plastic covers.
- D. Dividers shall be used to separate the literature for equipment supplied under each of the various Sections of this Division. Divider headings shall read the same as the Section title e.g. "22 1123 DOMESTIC WATER PUMPS."
- E. Large size drawings or diagrams shall be folded and placed in heavyweight sheets with pockets.
- F. The format of the Brochure shall begin with the submittal requirement list at the front as an index sheet. The dividers for each section shall then progress sequentially and the project completion checklist shall be included at the back as the appendix.
- G. Authorization for final payment shall not be made prior to final acceptance of the Brochures of Equipment.

**END OF SECTION**

**SECTION 22 05 15  
PLUMBING PIPING SPECIALTIES**

**PART 1 GENERAL**

**1.1 SYSTEMS**

- A. This Section governs the materials and installation of accessories used in the installation of piping systems.

**1.2 SUBMITTAL DATA**

- A. See SECTION 22 0000 for general submittal requirements.
- B. Provide submittal data for any materials or equipment specified in this Section as listed on the Submittal Schedule (see SECTION 22 0000) and any special or additional data as requested by the Engineer.

**PART 2 PRODUCTS**

**2.1 ESCUTCHEONS**

- A. Provide chrome-plated, one-piece escutcheons on all un-insulated pipe penetrations through walls, floors and ceilings. Escutcheons shall fit snugly to pipes or insulation.
- B. Penetrations of insulated pipe with an outside diameter of 3" or less shall be fitted with escutcheons as described in paragraph 'A' above.
- C. Penetrations of insulated pipe over 3" outside diameter shall be fit with split closure plates cut from 24-gauge 304 stainless steel. The closure plate notches shall fit tight to the pipe insulation. Fasten the plates to the wall surface with sheet metal screws.

**2.2 SLEEVES**

- A. Sleeves in above-grade masonry or concrete walls shall be galvanized steel pipe or cast iron pipe.
- B. Sleeves through fire-rated walls shall be as specified in part 'A' above, or may be constructed of not less than 24-gauge sheet metal. Firestop the penetration in accordance with the requirements of Section 22 0000 and the rating of the wall.
- C. Sleeves through floors shall be PVC, galvanized steel or cast-iron.

**2.3 FLASHINGS**

- A. Flashing shields used in conjunction with built-up roofs shall be made from sheet lead not lighter than 4 lb. per square foot. Flashings shall be 30 inches square for roof drains and extend 8 inches out from pipes passing through roofing.
- B. Flashings required for use with metal roofs and single membrane neoprene roofs shall be coordinated with and be the responsibility of the roofing contractor.

**PART 3 EXECUTION**

**3.1 ESCUTCHEONS**

- A. Fit snugly to the pipe or insulation jacket and tight against the wall, floor or ceiling surface.

**3.2 SLEEVES**

- A. All pipe penetrations through floors and walls, including exterior and foundation walls, shall be sleeved except as listed below.
  - 1. With the exception of 'wet' areas, pipes passing through concrete floors and above-grade interior concrete walls may be core-drilled or cast with an appropriate smooth plug in lieu of sleeving.
  - 2. Pipe openings in gypsum board walls may be framed, rather than sleeved, as long as the framing members are metallic and the opening dimensions do not interfere with proper installation of any required firestopping.

- B. All penetrations of mechanical room floors and other potentially 'wet' areas shall be sleeved. The sleeves in these areas shall be extended 1/2" above the floor surface to act as a dam to prevent the passage of spilled water.
- C. Holes for pipe penetrations which must be cut through existing concrete or masonry floors and walls shall be drilled with a masonry core drill. In no case shall chipping or hammering be used without prior approval of the Engineer.
- D. Pipe penetrations through all fire-rated floors, walls and ceilings or other fire-rated assemblies shall be sealed to maintain the fire rating. See SECTION 22 0000 for sealant material.
- E. Each sleeve shall extend entirely through its respective wall or floor penetration and shall be cut flush with the surface on each side. See exception above for special floor penetrations in 'wet' areas.
- F. Each sleeve or hole shall be sized to provide 1/4" clearance (minimum) around the perimeter of the passing pipe or its insulation.
- G. Ream sleeves to remove sharp edges and burrs. Seal all sleeves to wall surfaces. All sleeves through masonry or concrete walls shall be grouted in place.
- H. Provide any special sleeves and sealants as detailed on the plans.

### **3.3 FLASHINGS**

- A. Provide flashings for roof drains and pipes passing through built-up roofing. Flashings shall be set in a solid coat of bituminous cement, lapped and stripflashed into the roofing membrane as specified in SECTION: ROOFING.
- B. Coordinate installation of drains and pipes through metal or membrane roofs with roof installers.

**END OF SECTION**

**SECTION 22 05 48**  
**VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
1. Isolation pads.
  2. Isolation mounts.
  3. Restrained elastomeric isolation mounts.
  4. Freestanding and restrained spring isolators.
  5. Elastomeric hangers.
  6. Spring hangers.
  7. Spring hangers with vertical-limit stops.
  8. Pipe riser resilient supports.
  9. Resilient pipe guides.
  10. Restraining braces and cables.

**1.3 DEFINITIONS**

- A. IBC: International Building Code.

**1.4 PERFORMANCE REQUIREMENTS**

- A. Seismic-Restraint Loading as defined by the IBC:
1. Seismic Design Category: D.
  2. Importance Factor: 1.0.
  3. Importance Factor for Natural Gas Piping: 1.5.
- B. Wind ULT
1. Velocity: 115 MPH (3 sec Gust).
  2. Exposure Zone: B.
  3. Importance Factor: 1.0.

**1.5 ACTION SUBMITTALS**

- A. Product Data: For the following:
1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
  2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
    - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an agency acceptable to authorities having jurisdiction.
    - b. Annotate to indicate application of each product submitted and compliance with requirements.
  3. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators, seismic restraints, and for designing vibration isolation bases.
    - a. Coordinate design calculations with wind load calculations required for equipment mounted outdoors. Comply with requirements in other Division 23 Sections for equipment mounted outdoors.

2. Riser Supports: Include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on building structure, spring deflection changes, and seismic loads. Include certification that riser system has been examined for excessive stress and that none will exist.
3. Vibration Isolation Base Details: Detail overall dimensions, including anchorages and attachments to structure and to supported equipment. Include auxiliary motor slides and rails, base weights, equipment static loads, power transmission, component misalignment, and cantilever loads.
4. Seismic-Restraint Details:
  - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
  - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
  - c. Coordinate seismic-restraint and vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply with requirements in other Division 23 Sections for equipment mounted outdoors.
  - d. Preapproval and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

#### **1.6 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Show coordination of seismic bracing for HVAC piping and equipment with other systems and equipment in the vicinity, including other supports and seismic restraints.
- B. Qualification Data: For professional engineer.
- C. Welding certificates.
- D. Field quality-control test reports.

#### **1.7 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For air-mounting systems to include in operation and maintenance manuals.

#### **1.8 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
- B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.

## PART 2 PRODUCTS

### 2.1 VIBRATION ISOLATORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Amber/Booth Company, Inc.
  - 2. Mason Industries.
- B. Pads: Arranged in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
  - 1. Resilient Material: Oil- and water-resistant neoprene.
- C. Mounts: Double-deflection type, with molded, oil-resistant rubber, hermetically sealed compressed fiberglass, or neoprene isolator elements with factory-drilled, encapsulated top plate for bolting to equipment and with baseplate for bolting to structure. Color-code or otherwise identify to indicate capacity range.
  - 1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant rubber or neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
  - 2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.
- D. Restrained Mounts: All-directional mountings with seismic restraint.
  - 1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant rubber or neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
  - 2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.
- E. Spring Isolators: Freestanding, laterally stable, open-spring isolators.
  - 1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
  - 5. Baseplates: Factory drilled for bolting to structure and bonded to 1/4-inch-thick, rubber isolator pad attached to baseplate underside. Baseplates shall limit floor load to 500 psig.
  - 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.
- F. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic or limit-stop restraint.
  - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to weight being removed; factory-drilled baseplate bonded to 1/4-inch-thick, neoprene or rubber isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
  - 2. Restraint: Seismic or limit stop as required for equipment and authorities having jurisdiction.
  - 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

- G. Elastomeric Hangers: Single or double-deflection type, fitted with molded, oil-resistant elastomeric isolator elements bonded to steel housings with threaded connections for hanger rods. Color-code or otherwise identify to indicate capacity range.
- H. Spring Hangers: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression.
  - 1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
  - 2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
  - 6. Elastomeric Element: Molded, oil-resistant rubber or neoprene. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
  - 7. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
- I. Spring Hangers with Vertical-Limit Stop: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression and with a vertical-limit stop.
  - 1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
  - 2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
  - 6. Elastomeric Element: Molded, oil-resistant rubber or neoprene.
  - 7. Adjustable Vertical Stop: Steel washer with neoprene washer "up-stop" on lower threaded rod.
  - 8. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
- J. Pipe Riser Resilient Support <Insert drawing designation>: All-directional, acoustical pipe anchor consisting of 2 steel tubes separated by a minimum of 1/2-inch- (13-mm-) thick neoprene. Include steel and neoprene vertical-limit stops arranged to prevent vertical travel in both directions. Design support for a maximum load on the isolation material of 500 psig (3.45 MPa) and for equal resistance in all directions.
- K. Resilient Pipe Guides: Telescopic arrangement of 2 steel tubes or post and sleeve arrangement separated by a minimum of 1/2-inch- thick neoprene. Where clearances are not readily visible, a factory-set guide height with a shear pin to allow vertical motion due to pipe expansion and contraction shall be fitted. Shear pin shall be removable and reinsertable to allow for selection of pipe movement. Guides shall be capable of motion to meet location requirements.

## 2.2 SEISMIC-RESTRAINT DEVICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Amber/Booth Company, Inc.
  - 2. Cooper B-Line, Inc.; a division of Cooper Industries.
  - 3. Mason Industries.
  - 4. Unistrut; Tyco International, Ltd.



- B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction.
  - 1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- C. Snubbers: Factory fabricated using welded structural-steel shapes and plates, anchor bolts, and replaceable resilient isolation washers and bushings.
  - 1. Anchor bolts for attaching to concrete shall be seismic-rated, drill-in, and stud-wedge or female-wedge type.
  - 2. Resilient Isolation Washers and Bushings: Oil- and water-resistant neoprene.
  - 3. Maximum 1/4-inch air gap, and minimum 1/4-inch- thick resilient cushion.
- D. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
- E. Restraint Cables: ASTM A 603 galvanized-steel cables with end connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.
- F. Hanger Rod Stiffener: Reinforcing steel angle clamped to hanger rod.
- G. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.
- H. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.
- I. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- J. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- K. Adhesive Anchor Bolts: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

## 2.3 FACTORY FINISHES

- A. Finish: Manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.
  - 1. Powder coating on springs and housings.
  - 2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
  - 3. Baked enamel or powder coat for metal components on isolators for interior use.
  - 4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.

- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 APPLICATIONS

- A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

### 3.3 VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Comply with requirements in Division 07 Section "Roof Accessories" for installation of roof curbs, equipment supports, and roof penetrations.
- B. Equipment Restraints:
  - 1. Install seismic snubbers on HVAC equipment mounted on vibration isolators. Locate snubbers as close as possible to vibration isolators and bolt to equipment base and supporting structure.
  - 2. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
  - 3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- C. Piping Restraints:
  - 1. Comply with requirements in MSS SP-127.
  - 2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
  - 3. Brace a change of direction longer than 12 feet.
- D. Install cables so they do not bend across edges of adjacent equipment or building structure.
- E. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- F. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.
- G. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- H. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- I. Drilled-in Anchors:
  - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid pre-stressed tendons, electrical and telecommunications conduit, and gas lines.
  - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
  - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
  - 4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole

and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.

5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

### **3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION**

- A. Install flexible connections in piping where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where the connections terminate with connection to equipment that is anchored to a different structural element from the one supporting the connections as they approach equipment. Comply with requirements in Division 23 Section "Hydronic Piping" for piping flexible connections.

### **3.5 FIELD QUALITY CONTROL**

- A. Perform tests and inspections.
- B. Tests and Inspections:
  1. Measure isolator restraint clearance.
  2. Measure isolator deflection.
  3. Verify snubber minimum clearances.
  4. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.
- C. Remove and replace malfunctioning units and retest as specified above.
- D. Prepare test and inspection reports.

### **3.6 ADJUSTING**

- A. Adjust isolators after piping system is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

**END OF SECTION**

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**SECTION 22 13 16  
SANITARY WASTE AND VENT PIPING**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Comply with the 2009 Uniform Plumbing Code and all State amendments thereto and with all local **code requirements**.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Pipe, tube, and fittings.
  - 2. Specialty pipe fittings.
  - 3. Encasement for underground metal piping.

**1.3 PERFORMANCE REQUIREMENTS**

- A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:
  - 1. Soil, Waste, and Vent Piping: 10-foot head of water.
  - 2. Waste, Force-Main Piping: 50 psig.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.5 QUALITY ASSURANCE**

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-DWV" for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.

**PART 2 PRODUCTS**

**2.1 PIPING MATERIALS**

- A. Comply with requirements of prevailing codes for all materials, methods and testing.

**2.2 HUBLESS, CAST-IRON SOIL PIPE AND FITTINGS**

- A. Pipe and Fittings: ASTM A 888 or CISPI 301.
- B. Heavy-Duty, Hubless-Piping Couplings:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. ANACO-Husky.
    - b. Clamp-All Corp.
    - c. Dallas Specialty & Mfg. Co.
    - d. MIFAB, Inc.
    - e. Mission Rubber Company; a division of MCP Industries, Inc.
    - f. Stant.
    - g. Tyler Pipe.
    - h. Or approved equal.
  - 2. Standards: ASTM C 1277 and ASTM C 1540.
  - 3. Description: Stainless-steel shield with stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.

**2.3 PVC PIPE AND FITTINGS**

- A. Schedule 40 Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.
- B. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.

- C. Adhesive Primer: ASTM F 656.
  - 1. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 2. Adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Solvent Cement: ASTM D 2564.
  - 1. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 2. Solvent cement shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.4 STEEL PIPE AND FITTINGS

- A. ASTM A53 / A53M, Type E or S, Grade A or B, Schedule 40 galvanized. Include ends matching joining method.
  - 1. Drainage Fittings: ASME B16.12, galvanized, threaded, cast iron drainage pattern.

## PART 3 EXECUTION

### 3.1 EARTH MOVING

- A. Comply with requirements for excavating, trenching, and backfilling specified in Division 31 Section "Earth Moving."

### 3.2 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Install seismic restraints on piping as required for compliance with paragraph 1.3
- K. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- L. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of

lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.

- M. Install soil and waste drainage and vent piping at the following minimum slopes unless otherwise indicated:
  - 1. Underground Sanitary Drain: 2 percent downward in direction of flow for all piping.
  - 2. Aboveground Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.
  - 3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.
- N. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."
- O. Install aboveground PVC piping according to ASTM D 2665.
- P. Plumbing Specialties:
  - 1. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary drainage gravity-flow piping. Install cleanout fitting with closure plug inside the building in sanitary drainage force-main piping. Comply with requirements for cleanouts specified in Division 22 Section "Sanitary Waste Piping Specialties."
  - 2. Install drains in sanitary drainage gravity-flow piping. Comply with requirements for drains specified in Division 22 Section "Sanitary Waste Piping Specialties."
- Q. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.
- R. Install sleeves for piping penetrations of walls, ceilings, and floors.
- S. Install sleeve seals for piping penetrations of concrete walls and slabs.
- T. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Division 22 Section "Escutcheons for Plumbing Piping."

### 3.3 JOINT CONSTRUCTION

- A. Join hubless, cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-piping coupling joints.
- B. Plastic, Nonpressure-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  - 2. PVC Piping: Join according to ASTM D 2855 and ASTM D 2665 Appendixes.

### 3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for seismic-restraint devices specified in Division 22 Section "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- B. Comply with requirements for pipe hanger and support devices and installation specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."
  - 1. Install carbon-steel pipe hangers for horizontal piping in noncorrosive environments.
  - 2. Install carbon-steel pipe support clamps for vertical piping in noncorrosive environments.
  - 3. Vertical Piping: MSS Type 8 or Type 42, clamps.
  - 4. Install individual, straight, horizontal piping runs:
    - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
- C. Support horizontal piping and tubing within 12 inches of each fitting and coupling.
- D. Support vertical piping and tubing at base and at each floor.
- E. Rod diameter may be reduced one size for double-rod hangers, with 3/8-inch minimum rods.
- F. Install hangers for PVC piping with the following maximum horizontal spacing and minimum rod diameters:
  - 1. NPS 1-1/2 and NPS 2: 48 inches with 3/8-inch rod.
  - 2. NPS 3: 48 inches with 1/2-inch rod.

3. NPS 4: 48 inches with 5/8-inch rod.
- G. Install supports for vertical PVC piping every 48 inches.
- H. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

### 3.5 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.
- C. Connect drainage and vent piping to the following:
  1. Plumbing Fixtures: Connect drainage piping in sizes indicated, but not smaller than required by plumbing code.
  2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
  3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code.
  4. Install test tees (wall cleanouts) in conductors near floor and floor cleanouts with cover flush with floor.
  5. Comply with requirements for cleanouts and drains specified in Division 22 Section "Sanitary Waste Piping Specialties."
- D. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.

### 3.6 IDENTIFICATION

- A. Identify exposed sanitary waste and vent piping. Comply with requirements for identification specified in Division 22 Section "Identification for Plumbing Piping and Equipment."

### 3.7 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
  1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
  2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.
- C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
  1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
  2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
  3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping except outside leaders on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
  4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg. Use U-tube or manometer inserted in trap of water



closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.

5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
6. Prepare reports for tests and required corrective action.

### **3.8 CLEANING AND PROTECTION**

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.
- D. Exposed PVC Piping: Protect plumbing vents exposed to sunlight with two coats of water-based latex paint.

### **3.9 PIPING SCHEDULE**

- A. Vent piping above roof deck shall be the following:
  1. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
  2. Galvanized Steel Pipe and Fittings.

**END OF SECTION**

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**SECTION 22 14 23  
STORM DRAINAGE PIPING SPECIALTIES**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Roof drains.
  - 2. Miscellaneous storm drainage piping specialties.
  - 3. Cleanouts.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.4 QUALITY ASSURANCE**

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

**PART 2 PRODUCTS**

**2.1 METAL ROOF DRAINS**

- A. Cast-Aluminum, RetroFit Roof Drains:
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Josam Company.
    - b. Marathon Roofing Products.
    - c. MIFAB, Inc.
    - d. Smith, Jay R. Mfg. Co.
    - e. Tyler Pipe.
    - f. Watts Water Technologies, Inc.
    - g. Zurn Plumbing Products Group; Specification Drainage Operation.
    - h. OMG Roofing Products
  - 2. Standard: ANSI/SPRI RD-1, for retrofit roof drains.

**2.2 METAL ROOF DRAINS**

- A. Downspout Nozzles:
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Josam Company.
    - b. Marathon Roofing Products.
    - c. MIFAB, Inc.
    - d. Smith, Jay R. Mfg. Co.
    - e. Tyler Pipe.
    - f. Watts Water Technologies, Inc.
    - g. Zurn Plumbing Products Group; Specification Drainage Operation.
  - 2. Standard: ASME A112.6.4, for general-purpose roof drains.

**2.3 CLEANOUTS**

- A. Metal Floor Cleanouts:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Josam Company; Josam Div.
    - b. Oatey.

- c. Sioux Chief Manufacturing Company, Inc.
- d. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
- e. Tyler Pipe; Wade Div.
- f. Watts Drainage Products Inc.
- g. Zurn Plumbing Products Group; Light Commercial Operation.
- h. Zurn Plumbing Products Group; Specification Drainage Operation.
2. Standard: ASME A112.36.2M for adjustable housing cleanout.
3. Size: Same as connected branch.
4. Type: Adjustable housing.
5. Body or Ferrule: Cast iron.
6. Clamping Device: Not required.
7. Outlet Connection: Inside calk.
8. Closure: Plastic plug.
9. Adjustable Housing Material: Cast iron with threads.
10. Frame and Cover Material and Finish: Nickel-bronze, copper alloy.
11. Frame and Cover Shape: Round.
12. Top Loading Classification: Medium Duty.
13. Riser: ASTM A 74, Service class, cast-iron drainage pipe fitting and riser to cleanout.
14. Standard: ASME A112.3.1.
15. Size: Same as connected branch.

### **PART 3 EXECUTION**

#### **3.1 INSTALLATION**

- A. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions. Roofing materials are specified in Division 07 Sections.
  1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
  2. Install expansion joints, if indicated, in roof drain outlets.
  3. Position roof drains for easy access and maintenance.
- B. Install conductor nozzles at exposed bottom of conductors where they spill onto grade.
- C. Install cleanouts in aboveground piping and building drain piping according to the following instructions unless otherwise indicated:
  1. Use cleanouts the same size as drainage piping up to NPS 4. Use NPS 4 for larger drainage piping unless larger cleanout is indicated.
  2. Locate cleanouts at each change in direction of piping greater than 45 degrees.
  3. Locate cleanouts at minimum intervals of 50 feet for piping.
  4. Locate cleanouts at base of each vertical soil and waste stack.
- D. For floor cleanouts for piping below floors, install cleanout deck plates with top flush with finished floor.
- E. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.
- F. Install test tees in vertical conductors and near floor.
- G. Install wall cleanouts in vertical conductors. Install access door in wall if indicated.
- H. Install sleeve flashing device with each conductor passing through floors with waterproof membrane.

#### **3.2 CONNECTIONS**

- A. Comply with requirements for piping specified in Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

#### **3.3 PROTECTION**

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

**END OF SECTION**

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**DIVISION 23 – HVAC  
SECTION 23 00 00  
GENERAL PROVISIONS FOR HVAC WORK**

**PART 1 GENERAL**

**1.1 ALTERNATES**

- A. Take cognizance of any change required in this work which may be a direct result of any alternate bid item listed and include the price deemed necessary to meet the requirements of the respective alternate.

**1.2 BIDDING**

- A. The Contractor shall provide labor, materials, equipment, items, articles, operations and methods listed, shown, scheduled, or mentioned on the drawings, and/or specified, including all incidentals required for their completion.
- B. The Contractor shall refer to the General part of these specifications, such as Instructions to Bidders, Special Conditions and DIVISION 01 for restrictions covering time that work can be performed in certain areas, noisy and dusty operations, sequence of work, access to restricted areas and similar types of work and operations.

**1.3 SUBSTITUTIONS**

Most items in this Division are eligible for substitution in accordance with the General Conditions and Supplements thereto. Where a proprietary specification is written for a particular item, then only that item may be used.

- B. When the Engineer deems it necessary, to assure satisfactory installation and compatibility with other equipment, piping, ductwork, electrical provisions and other appurtenances, the Contractor shall prepare scale drawings of the substitute item showing proposed location, connections, relation to other equipment and other pertinent data such as maintenance space requirements, electrical requirements, height and weight. Drawings must receive Engineer's approval before the substitution is made.
- C. It is the Contractor's responsibility that the substitute item shall fit into the space allocated and that the item can be installed and function as intended. Should changes in the work of any Contractor become necessary as a result of any substitute item under this Division, such changes shall be arranged and paid for by this Contractor.
- D. Capacities of substitute items shall not be less than that of the specified item.
- E. The performance of the factory representative and supplier on past work will be a consideration in the approval process of substitute items.
- F. The final decision as to acceptability rests with the Engineer.

**1.4 CODES, REGULATIONS AND PERMITS**

- A. All materials and equipment shall be new, approved by the governing authority, and be in new, undamaged condition when installed.
- B. Comply with the International Mechanical Code, National Fire Protection Association Fire Codes, State of Montana Plumbing Code, International Building Code, and all other applicable Federal, State, County and City codes, regulations and ordinances. Comply with DIVISION 26 and all codes referenced therein for any and all electrical work accomplished under this Division or by this Contractor.
- C. Arrange for and obtain all permits and approvals required for the execution of the work.

**1.5 INTENT OF DRAWINGS**

- A. Pipe or duct risers and other diagrams are schematic only and not to scale. They are intended only to indicate sizes or relative arrangement of pipe and equipment shown elsewhere in plan view.

#### 1.6 WORKMANSHIP

- A. Work shall be accomplished by workmen skilled in the particular trade, in conformance with best practices and to meet all applicable codes.
- B. This Contractor shall replace materials or equipment not properly installed or finished, without increase in payment received.

#### 1.7 RESPONSIBILITY

- A. The Contractor is responsible for installation of a satisfactory and complete piece of work in accordance with true intent of the drawings and specifications.
- B. Consult all drawings for the project to predetermine that the work and equipment will fit as planned.
- C. The location of piping, ducts, equipment, etc., shall be checked to ensure clearance from openings, structural members, cabinets, lights, outlets, and equipment having fixed locations. This shall be accomplished prior to fabrication of pipe or ducts.
- D. If, at any time, and in any case, changes in location of piping, ducts, equipment, etc., becomes necessary due to existing obstacles or installation of other trades shown on any of the project drawings and such conflict could have been avoided by proper coordination between trades or proper pre-planning of work, such required changes shall be made by the Contractor at no extra cost. These changes are to be recorded on the record drawings.
- E. This Contractor is responsible to provide all incidental electrical interconnections, control wiring, etc., which are necessary for system completion and which are not specifically shown or otherwise indicated on the electrical drawings or specified in DIVISION 16.
- F. All electrical work incidental to or accomplished under this Division shall comply with all requirements of DIVISION 26.

#### 1.8 DELIVERY AND STORAGE OF MATERIALS

- A. Make provisions which are acceptable to the Owner and Engineer for delivery and storage of materials.
- B. Make provisions for introduction into the building of equipment furnished under this Division. Refer to DIVISION 01 for additional provisions to allow equipment passage into the building.
- C. All materials shall be protected from damage and from weather. Cover, enclose and protect all stored materials and preserve in new, clean condition. Keep all openings in pipe, ductwork and equipment closed with caps and covers. All materials shall be elevated above the ground or floor during storage.
- D. All materials and products installed shall be new and shall be in new and undamaged condition. Materials which are rusted, weathered or otherwise depleted in condition shall not be installed.

#### 1.9 MANUFACTURER'S DIRECTIONS

- A. Manufactured materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless noted otherwise herein or on the drawings.
- B. Certain items of equipment, as noted herein, shall be checked out, started and put into service by factory representatives.

#### 1.10 CUTTING, PATCHING, REPAIRING

- A. Cutting, patching and repairing required by the work of this Division shall be the responsibility of this Contractor.
- B. Work shall be performed in accordance with DIVISION 01 of these specifications.
- C. The performance of this work shall not weaken the structural integrity of the building.
- D. Any abrasion or disfigurement of the finished work or any portion of the building where any such abrasion or disfigurement is caused by the activities of the Contractor shall be repaired and neatly refinished to match the adjacent work.



**1.11 OPENINGS IN PIPES AND DUCTS**

- A. Openings in pipes and ducts shall be kept closed during progress of work.
- B. The Contractor is required to clean new systems found dirty to the satisfaction of the Engineer at no additional cost.

**1.12 CLEANUP**

- A. Upon completion of work, remove materials, scraps, etc., relative to this work and leave the premises in a clean and orderly condition. This applies equally to finished, unfinished and concealed spaces.
- B. Clean equipment of dirt and debris.

**1.13 SAMPLES**

- A. The Contractor shall submit actual production samples on any material or equipment requested if, in the Engineer's opinion, it is necessary in order to determine the quality, workmanship, operation, etc. of the item.
- B. Samples will be returned to the Contractor. Approved samples may be used on the job.
- C. Costs incurred in providing and returning samples will be the responsibility of the Contractor.

**1.14 TEMPORARY SERVICES**

- A. See DIVISION 01 - GENERAL REQUIREMENTS for Temporary Facilities.

**1.15 FIRE PROTECTION**

- A. Metallic pipe, duct and other penetrations of all fire partitions, walls and floors shall be effectively fire-stopped to equal the fire rating of the floor or partition using materials and methods UL approved and tested to meet all conditions of ASTM E 119, UL 1479 and ASTM E 814 tests. One such material is Carborundum bulk "Fiberfrax" fiber packing for filling the annular space between pipe and sleeve or hole and Fiberfrax LDS moldable caulking for sealing in the fiber packing. Other acceptable materials are Dow Corning 3-6548 Silicon RTV foam firestop system, General Electric 'Pensil' 851 system or U.S.G. fire code compound and Thermafire.
- B. PVC pipe, duct penetrations to be fire stopped same as metallic penetrations with the addition of an intumescent wrap to effectively close the hole if PVC vaporizes.
- C. In lieu of using caulks or other field-placed filler materials as noted above, the fire stopping of pipe penetrations may be accomplished using a fire-rated intumescent mechanical seal system such as "Metraseal 120" as produced by the Metraflex Company. Where the use of such seal systems are specifically noted on plans, then only these systems shall be utilized.
- D. Construction of permanent bracing, framing, roof curbs and platforms or other structures which utilize wood construction shall be fabricated from fire resistant treated materials or shall be otherwise protected by approved fire resistant materials.

**1.16 ACCESS DOORS**

- A. Where access to valves, dampers, equipment, etc. is required, provide Inryco/Milcor Type "K", "DW", or "M" doors. Access doors required in fire-rated walls or ceilings shall be U.L. approved, similar and equal to Ruskin #APW1. Size of door shall be sufficient to provide proper access to item, if size is not listed on the drawings.

**1.17 COMPLETION AND TESTS**

- A. Complete and test each system as specified. Submit all reports and complete the Project Completion Checklist in PART 3 of this Section. Leave all systems in proper operation.
- B. At the time of finalizing the project, a demonstration of all systems shall be performed in the presence of the Owner's designated representative. The Contractor shall demonstrate that the systems perform in the manner described in the specifications and indicated on the drawings.

### 1.18 OPERATING INSTRUCTIONS

- A. The Contractor shall provide qualified personnel to instruct the Owner's maintenance personnel in the operation and maintenance of all the new systems and equipment. In general, these instructions may be given by the installer of the system. However, some equipment or systems require instruction be given by an authorized agent of the supplier or manufacturer. See the individual Sections of this Division for specific training requirements.
- B. Written operation and maintenance instructions, as produced by the manufacturer, shall be provided for all equipment. These instructions shall be bound and submitted as described in this Section.

### 1.19 RECORD DRAWINGS

- A. A separate set of mechanical drawings shall be maintained at the job site at all times and shall be used as record drawings. This set shall be kept up to date with all changes and/or additions in the construction and/or mechanical systems, and shall be delivered to the Engineer at the completion of this job. This set of drawings shall be kept clean and protected at all times.

## PART 2 SUBMITTALS AND BROCHURES OF EQUIPMENT

### 2.1 GENERAL

- A. The literature required to be submitted and approved in order to fulfill the requirements of this Division falls into two general categories. These are the "Brochures of Equipment" and "Submittals."
- B. "Submittals" is a general term for informational literature which must be supplied to and approved by the Contractor and the Engineer prior to installing, receiving, or in some instances, even ordering equipment. The normal required types of submittals include shop drawings, manufacturer's literature, installation and operation instructions (from the manufacturer) and wiring diagrams. System reports, such as start-up reports or balancing reports, and the project completion checklist are two forms of submittals which are required after the equipment has been installed and is operational
- C. Brochures of Equipment are booklets assembled by the contractor which contain operation, maintenance and repair literature for all equipment installed under the requirements of the project. They will be used by the Owner's personnel as the primary source of information for operating and maintaining the installed systems. As such, they shall exhibit a professional quality, high degree of clarity and durability which will allow their use throughout the useful life of the installed system.

### 2.2 SUBMITTALS

- A. The contractor shall procure all manufacturer's literature and produce or have produced, all drawings, calculations or other data as required by either the Submittal Schedule contained in this Section or as specifically called out in the individual Sections of this Division.
- B. Submittal materials shall be complete in every respect and shall clearly indicate equipment features, dimensions, weights, performance characteristics and capacities. Capacity and performance calculations shall be adjusted to indicate actual equipment performance at the project elevation. Literature or drawings which describe more than one model or size of equipment shall be marked with arrows or otherwise clearly inscribed to identify the actual equipment which will be furnished. All options and special parts of features shall also be clearly identified. All submitted materials must be clear, complete and legible. Copies or duplications of poor quality will not be reviewed or accepted.
- C. Where specified or otherwise required, proof of equipment compliance with standards or listings by specific agencies (e.g. AGA, ASME, etc.) shall be included in submittal material.
- D. Submittals for all equipment shall be routed through and reviewed by the Contractor. The Contractor shall check all submittals for adequate identification, number of copies, correctness and compliance with contract drawings and specifications and apply his stamp of approval. For submittals which are required to be reviewed by the Engineer, a minimum of six copies shall be forwarded for approval after review and approval by the Contractor. These shall be returned

and shall be revised and resubmitted until acceptable and approved by the Engineer. A minimum of two copies of each submittal will be retained by the Architect and Engineer. Copies of ALL submittals, including those which are not required to be forwarded for the Engineer's approval, shall be included in the Brochures of Equipment.

- E. Submittals will be either accepted or rejected by the Engineer in their entirety. Upon rejection of any submittal, the entire submittal package shall be resubmitted. No partial approval will be granted for any equipment which is a part of a rejected submittal.
- F. Individual submittals may include data for more than one piece of equipment. However, submittal data for equipment specified in different sections of specifications shall not be included in the same submittal package.
- G. Submittals shall be bound by staples, comb binders or flexible post binders. Three-ring binders shall not be used. Submittals not bound as specified herein shall be rejected and returned without review.
- H. Approval of submittals by the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve him from responsibility for errors in shop drawings or other submittal literature.

**2.3 SUBMITTAL SCHEDULE**

- A. The following is an index of the Sections of this Division and a schedule of the submittal data required for each Section. Items marked "c" under each heading for the various submittal forms shall be submitted to the Contractor for review and approval. Items marked "c" and "e" are to be forwarded to the Engineer for review and approval after the Contractor has affixed his approval. All marked items shall be included in the Brochures of Equipment whether or not they require initial forwarding to the Engineer. All submittal literature appearing in the Brochures of Equipment shall be stamped or marked as approved by the Contractor.
- B. All submittals required by the schedule shall be checked, revised, as necessary, and approved by the Contractor. Submittals which are required to be forwarded to the Engineer shall first be reviewed and approved by the Contractor.
- C. Submit any additional materials, not found on the Submittal Schedule, as required by the contract drawings or individual Sections of this Division of contract specifications.

Section	Title	Shop Dwg	Mfr Lit	Install Oper Book	Wiring Diag.	Report
23 0000	General Provisions For HVAC Work					
23 0515	HVAC Piping Specialties		ce			
23 0548	Vibration and Seismic Controls for HVAC Piping and Equipment		ce			
23 3113	Metal Ducts		ce			
23 3300	Air Duct Accessories		ce			

**2.4 BROCHURES OF EQUIPMENT**

- A. The Contractor shall prepare and submit two complete Brochures of Equipment. Each shall contain all required submittal data for the construction materials and each piece of equipment (reference Submittal Schedule) installed under this project. The literature required for submittal purposes shall be expanded to include operation and maintenance literature for each piece of equipment. Maintenance information shall be complete in every respect and shall include parts lists and assembly drawings wherever applicable. Manuals, catalogs, etc., shall be new, as supplied by the factory, and not photocopied. The Brochures shall also include a copy of the submittal requirement list (SECTION 23 00 00 2.03).
- B. All literature shall clearly indicate the equipment it represents and shall be labeled with the equipment identification abbreviation found on the drawings, e.g. EF-1, etc. All information which is not applicable to the particular model and size supplied shall be clearly and neatly

crossed out with heavy black marker or other suitable means. This includes dimensional drawings, maintenance information, parts lists, wiring diagrams, etc. Only the information applicable to the particular equipment supplied shall remain and it shall be easy to follow. Booklets not meeting these requirements shall be returned for correction.

- C. Binders shall be high quality telescoping post type with slide or lever release, metal hinges, and covered hardboard or rigid plastic covers.
- D. Dividers shall be used to separate the literature for equipment supplied under each of the various Sections of this Division. Divider headings shall read the same as the Section title e.g. "23 2123 HYDRONIC PUMPS."
- E. Large size drawings or diagrams shall be folded and placed in heavyweight sheets with pockets.
- F. The format of the Brochure shall begin with the submittal requirement list at the front as an index sheet. The dividers for each section shall then progress sequentially and the project completion checklist shall be included at the back as the appendix.
- G. Authorization for final payment shall not be made prior to final acceptance of the Brochures of Equipment.

**END OF SECTION**

**SECTION 23 05 15  
HVAC PIPING SPECIALTIES**

**PART 1 GENERAL**

**1.1 SYSTEMS**

- A. This Section governs the materials and installation of accessories used in the installation of piping systems.

**1.2 SUBMITTAL DATA**

- A. See SECTION 23 0000 for general submittal requirements.
- B. Provide submittal data for any materials or equipment specified in this Section as listed on the Submittal Schedule (see SECTION 23 0000) and any special or additional data as requested by the Engineer.

**PART 2 PRODUCTS**

**2.1 ESCUTCHEONS**

- A. Provide chrome-plated, one-piece escutcheons on all uninsulated pipe penetrations through walls, floors and ceilings. Escutcheons shall fit snugly to pipes or insulation.
- B. Penetrations of insulated pipe with an outside diameter of 3" or less shall be fitted with escutcheons as described in paragraph 'A' above.
- C. Penetrations of insulated pipe over 3" outside diameter shall be fit with split closure plates cut from 24-gauge 304 stainless steel. The closure plate notches shall fit tight to the pipe insulation. Fasten the plates to the wall surface with sheet metal screws.

**2.2 SLEEVES**

- A. Sleeves in above-grade masonry or concrete walls shall be galvanized steel pipe or cast iron pipe.
- B. Sleeves through fire-rated walls shall be as specified in part 'A' above, or may be constructed of not less than 24-gauge sheet metal. Firestop the penetration in accordance with the requirements of Section 23 0000 and the rating of the wall.
- C. Sleeves through floors shall be PVC, galvanized steel or cast-iron.

**2.3 FLASHINGS**

- A. Flashing shields used in conjunction with built-up roofs shall be made from sheet lead not lighter than 4 lb. per square foot. Flashings shall be 30 inches square for roof drains and extend 8 inches out from pipes passing through roofing.
- B. Flashings required for use with metal roofs and single membrane neoprene roofs shall be coordinated with and be the responsibility of the roofing contractor.

**PART 3 EXECUTION**

**3.1 ESCUTCHEONS**

- A. Fit snugly to the pipe or insulation jacket and tight against the wall, floor or ceiling surface.

**3.2 SLEEVES**

- A. All pipe penetrations through floors and walls, including exterior and foundation walls, shall be sleeved except as listed below.
  - 1. With the exception of 'wet' areas, pipes passing through concrete floors and above-grade interior concrete walls may be core-drilled or cast with an appropriate smooth plug in lieu of sleeving.
  - 2. Pipe openings in gypsum board walls may be framed, rather than sleeved, as long as the framing members are metallic and the opening dimensions do not interfere with proper installation of any required firestopping.

- B. All penetrations of mechanical room floors and other potentially 'wet' areas shall be sleeved. The sleeves in these areas shall be extended 1/2" above the floor surface to act as a dam to prevent the passage of spilled water.
- C. Holes for pipe penetrations which must be cut through existing concrete or masonry floors and walls shall be drilled with a masonry core drill. In no case shall chipping or hammering be used without prior approval of the Engineer.
- D. Pipe penetrations through all fire-rated floors, walls and ceilings or other fire-rated assemblies shall be sealed to maintain the fire rating. See SECTION 23 00 00 for sealant material.
- E. Each sleeve shall extend entirely through its respective wall or floor penetration and shall be cut flush with the surface on each side. See exception above for special floor penetrations in 'wet' areas.
- F. Each sleeve or hole shall be sized to provide 1/4" clearance (minimum) around the perimeter of the passing pipe or its insulation.
- G. Ream sleeves to remove sharp edges and burrs. Seal all sleeves to wall surfaces. All sleeves through masonry or concrete walls shall be grouted in place.
- H. Provide any special sleeves and sealants as detailed on the plans.

### **3.3 FLASHINGS**

- A. Provide flashings for roof drains and pipes passing through built-up roofing. Flashings shall be set in a solid coat of bituminous cement, lapped and stripflashed into the roofing membrane as specified in SECTION: ROOFING.
- B. Coordinate installation of drains and pipes through metal or membrane roofs with roof installers.

**END OF SECTION**

**SECTION 23 05 48**  
**VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
1. Isolation pads.
  2. Isolation mounts.
  3. Restrained elastomeric isolation mounts.
  4. Freestanding and restrained spring isolators.
  5. Elastomeric hangers.
  6. Spring hangers.
  7. Spring hangers with vertical-limit stops.
  8. Pipe riser resilient supports.
  9. Resilient pipe guides.
  10. Restraining braces and cables.

**1.3 DEFINITIONS**

- A. IBC: International Building Code.

**1.4 PERFORMANCE REQUIREMENTS**

- A. Seismic-Restraint Loading as defined by the IBC:
1. Seismic Design Category: D.
  2. Importance Factor: 1.0.
  3. Importance Factor for Natural Gas Piping: 1.5.
- B. Wind ULT
1. Velocity: 115 MPH (3 sec Gust).
  2. Exposure Zone: B.
  3. Importance Factor: 1.0.

**1.5 ACTION SUBMITTALS**

- A. Product Data: For the following:
1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
  2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
    - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an agency acceptable to authorities having jurisdiction.
    - b. Annotate to indicate application of each product submitted and compliance with requirements.
  3. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators, seismic restraints, and for designing vibration isolation bases.
    - a. Coordinate design calculations with wind load calculations required for equipment mounted outdoors. Comply with requirements in other Division 23 Sections for equipment mounted outdoors.

2. Riser Supports: Include riser diagrams and calculations showing anticipated expansion and contraction at each support point, initial and final loads on building structure, spring deflection changes, and seismic loads. Include certification that riser system has been examined for excessive stress and that none will exist.
3. Vibration Isolation Base Details: Detail overall dimensions, including anchorages and attachments to structure and to supported equipment. Include auxiliary motor slides and rails, base weights, equipment static loads, power transmission, component misalignment, and cantilever loads.
4. Seismic-Restraint Details:
  - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
  - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
  - c. Coordinate seismic-restraint and vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply with requirements in other Division 23 Sections for equipment mounted outdoors.
  - d. Preapproval and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

#### **1.6 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Show coordination of seismic bracing for HVAC piping and equipment with other systems and equipment in the vicinity, including other supports and seismic restraints.
- B. Qualification Data: For professional engineer.
- C. Welding certificates.
- D. Field quality-control test reports.

#### **1.7 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For air-mounting systems to include in operation and maintenance manuals.

#### **1.8 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
- B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.



## PART 2 PRODUCTS

### 2.1 VIBRATION ISOLATORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Amber/Booth Company, Inc.
  - 2. Mason Industries.
- B. Pads: Arranged in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
  - 1. Resilient Material: Oil- and water-resistant neoprene.
- C. Mounts: Double-deflection type, with molded, oil-resistant rubber, hermetically sealed compressed fiberglass, or neoprene isolator elements with factory-drilled, encapsulated top plate for bolting to equipment and with baseplate for bolting to structure. Color-code or otherwise identify to indicate capacity range.
  - 1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant rubber or neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
  - 2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.
- D. Restrained Mounts: All-directional mountings with seismic restraint.
  - 1. Materials: Cast-ductile-iron or welded steel housing containing two separate and opposing, oil-resistant rubber or neoprene elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
  - 2. Neoprene: Shock-absorbing materials compounded according to the standard for bridge-bearing neoprene as defined by AASHTO.
- E. Spring Isolators: Freestanding, laterally stable, open-spring isolators.
  - 1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
  - 5. Baseplates: Factory drilled for bolting to structure and bonded to 1/4-inch-thick, rubber isolator pad attached to baseplate underside. Baseplates shall limit floor load to 500 psig.
  - 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.
- F. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic or limit-stop restraint.
  - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to weight being removed; factory-drilled baseplate bonded to 1/4-inch-thick, neoprene or rubber isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
  - 2. Restraint: Seismic or limit stop as required for equipment and authorities having jurisdiction.
  - 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

- G. Elastomeric Hangers: Single or double-deflection type, fitted with molded, oil-resistant elastomeric isolator elements bonded to steel housings with threaded connections for hanger rods. Color-code or otherwise identify to indicate capacity range.
- H. Spring Hangers: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression.
  - 1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
  - 2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
  - 6. Elastomeric Element: Molded, oil-resistant rubber or neoprene. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
  - 7. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
- I. Spring Hangers with Vertical-Limit Stop: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression and with a vertical-limit stop.
  - 1. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.
  - 2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
  - 6. Elastomeric Element: Molded, oil-resistant rubber or neoprene.
  - 7. Adjustable Vertical Stop: Steel washer with neoprene washer "up-stop" on lower threaded rod.
  - 8. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
- J. Pipe Riser Resilient Support <Insert drawing designation>: All-directional, acoustical pipe anchor consisting of 2 steel tubes separated by a minimum of 1/2-inch- (13-mm-) thick neoprene. Include steel and neoprene vertical-limit stops arranged to prevent vertical travel in both directions. Design support for a maximum load on the isolation material of 500 psig (3.45 MPa) and for equal resistance in all directions.
- K. Resilient Pipe Guides: Telescopic arrangement of 2 steel tubes or post and sleeve arrangement separated by a minimum of 1/2-inch- thick neoprene. Where clearances are not readily visible, a factory-set guide height with a shear pin to allow vertical motion due to pipe expansion and contraction shall be fitted. Shear pin shall be removable and reinsertable to allow for selection of pipe movement. Guides shall be capable of motion to meet location requirements.

## 2.2 SEISMIC-RESTRAINT DEVICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Amber/Booth Company, Inc.
  - 2. Cooper B-Line, Inc.; a division of Cooper Industries.
  - 3. Mason Industries.
  - 4. Unistrut; Tyco International, Ltd.

- B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction.
  - 1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- C. Snubbers: Factory fabricated using welded structural-steel shapes and plates, anchor bolts, and replaceable resilient isolation washers and bushings.
  - 1. Anchor bolts for attaching to concrete shall be seismic-rated, drill-in, and stud-wedge or female-wedge type.
  - 2. Resilient Isolation Washers and Bushings: Oil- and water-resistant neoprene.
  - 3. Maximum 1/4-inch air gap, and minimum 1/4-inch- thick resilient cushion.
- D. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
- E. Restraint Cables: ASTM A 603 galvanized-steel cables with end connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.
- F. Hanger Rod Stiffener: Reinforcing steel angle clamped to hanger rod.
- G. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.
- H. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.
- I. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- J. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- K. Adhesive Anchor Bolts: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

## 2.3 FACTORY FINISHES

- A. Finish: Manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.
  - 1. Powder coating on springs and housings.
  - 2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
  - 3. Baked enamel or powder coat for metal components on isolators for interior use.
  - 4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.

- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 APPLICATIONS

- A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

### 3.3 VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Comply with requirements in Division 07 Section "Roof Accessories" for installation of roof curbs, equipment supports, and roof penetrations.
- B. Equipment Restraints:
  - 1. Install seismic snubbers on HVAC equipment mounted on vibration isolators. Locate snubbers as close as possible to vibration isolators and bolt to equipment base and supporting structure.
  - 2. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
  - 3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- C. Piping Restraints:
  - 1. Comply with requirements in MSS SP-127.
  - 2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
  - 3. Brace a change of direction longer than 12 feet.
- D. Install cables so they do not bend across edges of adjacent equipment or building structure.
- E. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- F. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.
- G. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- H. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- I. Drilled-in Anchors:
  - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
  - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
  - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
  - 4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole

and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.

5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

### **3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION**

- A. Install flexible connections in piping where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where the connections terminate with connection to equipment that is anchored to a different structural element from the one supporting the connections as they approach equipment. Comply with requirements in Division 23 Section "Hydronic Piping" for piping flexible connections.

### **3.5 FIELD QUALITY CONTROL**

- A. Perform tests and inspections.
- B. Tests and Inspections:
  1. Measure isolator restraint clearance.
  2. Measure isolator deflection.
  3. Verify snubber minimum clearances.
  4. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.
- C. Remove and replace malfunctioning units and retest as specified above.
- D. Prepare test and inspection reports.

### **3.6 ADJUSTING**

- A. Adjust isolators after piping system is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

### **3.7 DEMONSTRATION**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain air-mounting systems. Refer to Division 01 Section "Demonstration and Training."

**END OF SECTION**

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**SECTION 23 31 13  
METAL DUCTS**

**PART 1 GENERAL**

**1.1 WORK INCLUDED**

- A. Furnish and install all sheet metal duct systems as indicated on the plans or herein described.
- B. Furnish and install all grilles, registers, diffusers, louvers, dampers and ductwork accessories as shown on the plan or herein described.

**1.2 QUALITY ASSURANCE**

- A. Duct construction shall be in accord with the requirements of the two following organizations and good industry practice.
  - 1. Various applicable manuals and standards of the Sheet Metal and Air Conditioning National Association (SMACNA) such as: HVAC Duct Construction Standards, Round and Rectangular Industrial Duct Construction Standards; Duct Liner Standards; Fibrous Glass Duct Construction Standards.
  - 2. Material and duct construction standards of the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).

**1.3 EQUIPMENT SUBSTITUTION**

- A. Where equipment may be described by manufacturer, name, or model, such description is to set a standard of quality, size and arrangement. See Section 23 0000, SUBSTITUTIONS section.

**1.4 TESTING & APPROVING AGENCIES**

- A. Where items of equipment are required to be provided with compliance to U.L., A.G.A., or other testing and approving agencies, the contractor may submit a written certification from any nationally recognized testing agency, adequately equipped and competent to perform such services, that the item of equipment has been tested and conforms to the same method of test as the listed agency would conduct.

**1.5 CODES**

- A. Materials, methods and installation shall also be in accord with the applicable requirements of the National Fire Protection Association (NFPA) Standards 90A and 90B.
- B. All ductwork and piping shall be provided with seismic restraints in accordance with the appropriate Seismic Hazard Level of the Seismic Restraint Manual: Guidelines for Mechanical Systems dated 1998 with all applicable addenda, as published by the Sheet Metal and Air Conditioning National Association, Inc., and in accordance with the 2012 International Building Code.

**1.6 SUBMITTAL DATA**

- A. See Section 23 0000 for general submittal requirements.
- B. Submit complete manufacturer's literature for all duct accessories, including flexible connectors.
- C. Submit manufacturer's literature and performance data for all grilles, diffusers and registers. Identify all materials of construction and the options and accessories which will be furnished with each unit. Performance data shall include throw, pressure drop and NC information. Performance data is not required for units supplied as specified.
- D. Submit complete manufacturer's literature and performance data for all louvers and penthouses. Identify all materials of construction and the options and accessories which will be furnished with each unit. Performance data shall include pressure drop, free area and water penetration curves. Submit data for all roof curbs supplied with penthouses.
- E. Submit complete manufacturer's literature, including installation instructions for all dampers. Submit AMCA leakage ratings for all mixing, balancing and shut-off dampers.
- F. Submit complete manufacturer's literature for all duct sealants, tapes and special joining or gasket joint systems.

- G. Provide seismic connection drawings and details as required in paragraph 1.5 B, above. For hangers and mounting not covered by the SMACNA Seismics Restraint Manual, provide drawings and details stamped by a Montana Licensed Professional Structural Engineer.
- H. Submit pressure test report for the duct system where so indicated under paragraph 'TESTING.'

## PART 2 PRODUCTS

### 2.1 DUCTS

#### A. Rectangular Ducts

- 1. Square or rectangular ducts for HVAC systems and similar uses shall be constructed of ASTM A-527 G90 galvanized sheet steel unless otherwise specified or noted on the drawings. Materials gauges (thickness) to be in accord with the SMACNA and ASHRAE standards listed above. Unless otherwise indicated on plans, all ductwork shall be constructed to 2" water gauge pressure class standards. Minimum wall thickness for all rectangular ducts shall be 26-gauge unless a heavier minimum gauge is required by the listed SMACNA standards due to duct dimensions or pressure class. Transverse joints and reinforcements shall be constructed, sized and spaced in accordance with SMACNA standards for the duct dimensions, wall thickness and pressure class of duct employed.

#### B. Round Duct

- 1. Round or oval ducts designed for low velocity duct systems shall be spiral constructed and rated SMACNA leakage Class CL3 and shall be manufactured by a company whose primary business is the manufacture of spiral pipe and fittings. Pipe and fittings shall be manufactured by the same company unless otherwise approved.
- 2. Spiral seam round duct shall be fabricated from galvanized steel meeting ASTM A-527 standards. Gauges shall be the following minimums;

Diameter	Gauge
3" - 14"	26
15" - 26"	24
27" - 36"	22

- 3. Fittings shall have formed or fully welded joint construction. 90° elbows shall have minimum 5-gore construction with a centerline radius of 1.5 times the diameter. Centerline radius of 1.0 is acceptable where space is limited. Branch line tees shall be separate fittings, conical or straight as indicated.
- 4. Joining and hanging of pipe and fittings over 18" diameter shall utilize flanged angle rings such as SMACNA fig. 3-2 style RT-2, United Sheet Metal Unwiring or Ductmate 'Spiralmate' for duct joints and beaded slip connections on fittings.

Contractor's option to utilize SMACNA fig. 3-2 style RT-1 beaded slip joint on ducts size 18" diameter and smaller or Ductmate - METU gasketed connector on ducts 12" diameter and smaller.

#### C. Duct Sealing

- 1. All joints and seams of ductwork and fittings shall be sealed air tight in accordance with SMACNA seal class "A". Joint sealing materials shall be specified herein or with an approved substitute product.
- 2. Sealant for indoor supply, return and exhaust air ductwork shall be water based vinyl acrylic such as "Iron-Grip 601" as manufactured by Hardcast, Inc., "Pro-Seal" by Ductmate, or approved equal. Sealants for outdoor ductwork and fresh air ductwork shall be indoor/outdoor rated such as Versa-Grip 181 by Hardcast, or approved equal, and shall have a shore a hardness greater than 20 and shall pass the ¼ inch mandrel bend test. All sealants shall be rated for up to 10" w.g. pressure class for SMACNA seal classes A, B and C and shall have a service temperature range of -20°F to 200°F.



3. Where indicated on the plans duct systems shall be joined with a flanged and gasket system similar and equal to that as manufactured by Duct Mate.

### **PART 3 EXECUTION**

#### **3.1 INSTALLATION**

- A. Install all ductwork and fittings generally in accord with the applicable SMACNA Manual or ASHRAE Guide. Adequately support with sheet metal strap, strap irons or rods as required, fastened securely to the duct and to building construction.
- B. Joints shall be mechanically secure and airtight.
  1. Joints, seams and other possible leakage areas shall be sealed with sealants specified above. It is the intent to have no air leakage out of the duct system.
  2. Leakage testing shall be as specified elsewhere in this section.
- C. Turning vanes shall be installed at all 90 degree elbows and elsewhere as indicated. Set in tight with the back vane tangent to the sides of the duct.
- D. Connections to equipment shall be made with flexible connections with at least 4" metal-to-metal unless otherwise noted on drawings. Flexible connections shall be airtight.
- E. All dampers shall operate smoothly through their entire range. Provide locking mechanisms to secure volume dampers in position. Mark all damper axles permanently to indicated damper blade position on the visible end of the shaft using a file, scratch awl or similar tool.
- F. Provide air volume extractors or extended, tapered inlet connection where branch ducts are set into the side of trunk ducts as indicated on the plans.
- G. Spin-in connector for round duct connection shall be conical in design unless otherwise noted on plans. Connectors for branch ducts which attach to main duct runs shall be fitted with volume damper.
- H. Flexible Ducts
  1. Support all flexible ducts with strap hangers in accordance with SMACNA recommendations and mechanical code requirements. Support ducts at an interval not exceeding 4 feet on center and limit sag to less than 1/2" per foot. Support duct to prevent contact with structural members, ceilings and all sources of heat such as lights and piping. Flexible duct runs shall not exceed four feet in length unless specifically indicated on plans.
  2. Install sheet metal elbows for all bends with a turning radius of less than four feet. All sheet metal elbows, connectors, etc., shall be insulated as specified for sheet metal ductwork.
  3. Secure the inner duct liner to sheet metal connectors and fittings with two wraps of sealant tape. Install a stainless steel draw band over the sealant tape and liner. The liner shall overlap the sheet metal connector by not less than 2".
  4. After securing the inner liner, secure the outer insulation jacket with stainless steel or nylon draw bands. Fold the insulation jacket under the draw band so that no fiberglass insulation is exposed.
- I. Wall and Floor Penetrations
  1. Provide sheet metal sleeves in all concrete or masonry walls and floors. Frame or sleeve openings through stud walls.
  2. On non-fire rated walls, floors or partitions, sleeves and openings sized to accept the duct with insulation. Pack insulation in after duct is installed.
  3. On fire rated walls, floors or partitions, neatly trim exterior insulation prior to wall penetration on both sides of the fire rated assembly. On duct penetrations that do not require a fire or smoke damper, seal the space between ductwork and sleeves with an approved penetration firestop system.
  4. On non-fire rated walls, floors or partitions, seal the space between ductwork and sleeves with mildew resistant silicone caulk.
  5. Grout sleeves in place in existing masonry walls or floors.
  6. Provide finishing collars on each side of wall or floors at all penetrations.

J. Access Doors

1. Install access doors in the locations listed below, at all locations shown on the plans, and elsewhere as necessary for damper or service access or observation. Final locations and sizes of doors shall provide maximum access for service of the component being accessed.
  - a. At splitter dampers (use 8" X 8" door).
  - b. At volume dampers (use 8" X 8" door).
  - c. At fire dampers (use largest standard square size duct will accept).
  - d. At motorized dampers (use largest standard square size duct will accept or multiple 12" X 12" size to provide service access to the entire damper).
  - e. At duct coils (use largest standard square size duct will accept or multiple 12" X 12" size to provide service access to the entire coil. Access shall be provided at both sides of the coil to facilitate cleaning of coil).
  - f. Immediately downstream of all duct-mounted humidifiers on both sides of the duct.

K. Instrument Test Holes

1. Locate instrument test holes in full cooperation with the test and balance contractor. In general, test holes will be required on each side of all coils, fans, filters and other duct-mounted equipment (e.g. humidifiers, etc.), at all locations specifically identified on the drawings and elsewhere as necessary to properly balance the system.
2. Where used for testing and balancing procedures, provide I.T.H. in a traverse pattern on two accessible adjacent sides of the duct so instrument readings can be taken at 90 degrees.
3. Where an I.T.H. is located in insulated duct, a plug of insulation shall be cut out over the I.T.H. or inserted and held in place with duct tape and the area identified 'I.T.H.'

**3.2 TESTING, BALANCING, CLEANING**

A. Testing of all ductwork except as noted elsewhere in the Section.

1. The entire duct system (supply, return, fresh air, and exhaust, etc.) and its components shall be statically leak tested. Testing procedures shall follow the SMACNA "HVAC Air Duct Leakage Manual" and as listed herein and shall be performed before any external insulation is applied. Each joint and seam to be inspected. Unless otherwise specified, all duct shall be tested at 2" w.c. positive pressure and shall meet SMACNA leakage class CL5 criteria.
2. All dampers shall be checked for smoothness of operation. Repair unacceptable units to the satisfaction of the Contracting Officer.
3. The Contractor to operate all dampers after installation to ensure that operation is correct and that service access is adequate.
4. Any portion of ductwork which indicates 'oil canning' or deformation duct to duct pressures shall be additionally reinforced.
5. The Contractor shall schedule and coordinate all testing with the Contracting Officer.

B. Balancing

1. See Section 23 05 93: TESTING, ADJUSTING AND BALANCING FOR HVAC.
2. The entire system, including all components, shall be balanced to the airflow indicated on the drawings and/or specified elsewhere.
3. This contractor to work in full cooperation with the test and balance contractor to locate instrument test hole locations, installing balancing devices as recommended by T&B contractor, furnishing and installing sheave and belt changes required to achieve final balance and to make any duct modifications which are deemed necessary by the T&B contractor in order to achieve final air balance.
4. Balancing is to include adjusting and/or replacing sheaves, pulleys, belts, motor speeds, etc., to deliver the listed airflows. Set all dampers and make all necessary adjustments.
5. On projects which do not employ an independent T&B contractor, the Contractor shall submit a report to the A/E listing the airflow for all supply and return air registers, diffusers, etc., and shall certify to their correctness. The report shall include a marked set of drawings which shows the diffusers, registers, etc., to identify locations. The report shall include the final status of all equipment, including operational attitude of controls, fan rpm,

component static pressures, ampere draw and a description of any peculiarities encountered in the system.

C. Cleaning

1. All equipment, plenums, ducts, grilles and registers, hoods and component parts of all duct systems shall be clean and free of dirt and debris on both the inside and outside of all components. Cleaning methods shall consist of sweeping, vacuuming, washing, etc., as necessary to establish clean conditions.

D. Test Reporting

1. The leakage test shall be performed and calculated as outlined in the SMACNA Leakage Test Manual. The testing form shall be signed and dated by the individual conducting the testing.
2. The test form shall be submitted to the engineer's for approval. Final connection of any duct to equipment shall not take place until the report receives the engineer's approval.

**END OF SECTION**

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**SECTION 23 33 00  
AIR DUCT ACCESSORIES**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Manual volume dampers.
  - 2. Control dampers.
  - 3. Fire Dampers
  - 4. Flange connectors.
  - 5. Duct silencers.
  - 6. Turning vanes.
  - 7. Duct-mounted access doors.
  - 8. Flexible connectors.
  - 9. Flexible ducts.
  - 10. Duct accessory hardware.
- B. Related Sections:
  - 1. Division 28 Section "Fire Detection and Alarm" for duct-mounted fire and smoke detectors.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.
  - 1. For duct silencers, include pressure drop and dynamic insertion loss data. Include breakout noise calculations for high transmission loss casings.
- B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.
  - 1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:
    - a. Special fittings.
    - b. Manual volume damper installations.
    - c. Control damper installations.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.
- B. Source quality-control reports.

**1.5 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

**1.6 QUALITY ASSURANCE**

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with AMCA 500-D testing for damper rating.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise

indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
  - 1. Galvanized Coating Designation: G90.
  - 2. Exposed-Surface Finish: Mill phosphatized.
- C. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.
- D. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- E. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

## 2.2 MANUAL VOLUME DAMPERS

- A. Standard, Steel, Manual Volume Dampers:
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Greenheck.
    - b. McGill AirFlow LLC.
    - c. Nailor Industries Inc.
    - d. Ruskin Company.
    - e. United Enertech.
    - f. Vent Products Company, Inc.
    - g. Or approved equal.
  - 2. Standard leakage rating.
  - 3. Suitable for horizontal or vertical applications.
  - 4. Frames:
    - a. Hat-shaped, galvanized-steel channels, 0.064-inch minimum thickness.
    - b. Mitered and welded corners.
    - c. Flanges for attaching to walls and flangeless frames for installing in ducts.
  - 5. Blades:
    - a. Multiple or single blade.
    - b. opposed-blade design.
    - c. Stiffen damper blades for stability.
    - d. Galvanized-steel, 0.064 inch thick.
  - 6. Blade Axles: Galvanized steel.
  - 7. Bearings:
    - a. Molded synthetic.
    - b. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
  - 8. Tie Bars and Brackets: Galvanized steel.
- B. Damper Hardware:
  - 1. Zinc-plated, die-cast core with dial and handle made of 3/32-inch-thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
  - 2. Include center hole to suit damper operating-rod size.
  - 3. Include elevated platform for insulated duct mounting.

## 2.3 BACKDRAFT DAMPERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. Greenheck.
  - 2. McGill AirFlow LLC.
  - 3. Nailor Industries Inc.
  - 4. Ruskin Company.
  - 5. United Enertech.

6. Vent Products Company, Inc.
  7. Or approved equal.
- B. Low-leakage rating and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.
- C. Extruded aluminum frame, blades, and linkages. Mil finish.
- D. Less than 0.30" W.C. pressure drop at 1000 fpm face velocity.

#### **2.4 CONTROL DAMPERS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
1. Greenheck.
  2. McGill AirFlow LLC.
  3. Nailor Industries Inc.
  4. Ruskin Company.
  5. United Enertech.
  6. Vent Products Company, Inc.
  7. Or approved equal.
- B. Low-leakage rating and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.

#### **2.5 FIRE DAMPERS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
1. Air Balance Inc.; a division of Mestek, Inc.
  2. Arrow United Industries; a division of Mestek, Inc.
  3. Cesco Products; a division of Mestek, Inc.
  4. Greenheck Fan Corporation.
  5. McGill AirFlow LLC.
  6. METALAIRE, Inc.
  7. Nailor Industries Inc.
  8. NCA Manufacturing, Inc.
  9. PHL, Inc.
  10. Pottorff; a division of PCI Industries, Inc.
  11. Prefco; Perfect Air Control, Inc.
  12. Ruskin Company.
  13. Vent Products Company, Inc.
  14. Ward Industries, Inc.; a division of Hart & Cooley, Inc.
- B. Type: Dynamic; rated and labeled according to UL 555 by an NRTL.
- C. Closing rating in ducts up to 4-inch wg static pressure class and minimum 2000-fpm velocity.
- D. Fire Rating: 1-1/2 hours.
- E. Frame/Mounting Sleeve: 20 gage galvanized steel, standard 28" integral sleeve and retaining cinch plates.
- F. Blades: Single skin 14 gage galvanized steel butterfly damper.
- G. Bearings: Stainless steel sleeve, pressed into frame.
- H. Axle: 1/2" diameter.
- I. Heat-Responsive Device: Replaceable, 165 deg F rated, fusible link.

#### **2.6 FLANGE CONNECTORS**

- A. Manufacturers: Subject to compliance with requirements, [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
1. Ductmate Industries, Inc.

2. Nexus PDQ; Division of Shilco Holdings Inc.
  3. Ward Industries, Inc.; a division of Hart & Cooley, Inc.
  4. <Insert manufacturer's name>.
- B. Description: Add-on or roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.
- C. Material: Galvanized steel.
- D. Gage and Shape: Match connecting ductwork.

## **2.7 DUCT SILENCERS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
1. Industrial Noise Control, Inc.
  2. McGill AirFlow LLC.
  3. Ruskin Company.
  4. Vibro-Acoustics.
- B. General Requirements:
1. Factory fabricated.
  2. Fire-Performance Characteristics: Adhesives, sealants, packing materials, and accessory materials shall have flame-spread index not exceeding 25 and smoke-developed index not exceeding 50 when tested according to ASTM E 84.
- C. Shape:
1. Rectangular straight with splitters or baffles.
  2. Rectangular elbow with splitters or baffles.
- D. Rectangular Silencer Outer Casing: ASTM A 653/A 653M, G90, galvanized sheet steel, 0.034 inch thick.
- E. Inner Casing and Baffles: ASTM A 653/A 653M, G90 galvanized sheet metal, 0.034 inch thick, and with 1/8-inch diameter perforations.
- F. Connection Sizes: Match connecting ductwork unless otherwise indicated.
- G. Principal Sound-Absorbing Mechanism:
1. Film-lined type with fill material.
    - a. Fill Material: Inert and vermin-proof fibrous material, packed under not less than 5 percent compression.
    - b. Erosion Barrier: Polymer bag enclosing fill, and heat sealed before assembly.
- H. Fabricate silencers to form rigid units that will not pulsate, vibrate, rattle, or otherwise react to system pressure variations. Do not use mechanical fasteners for unit assemblies.
1. Lock form and seal or continuously weld joints.
  2. Suspended Units: Factory-installed suspension hooks or lugs attached to frame in quantities and spaced to prevent deflection or distortion.
  3. Reinforcement: Cross or trapeze angles for rigid suspension.
- I. Capacities and Characteristics:
1. Refer to Sound Attenuator schedule located on sheet M0.1.

## **2.8 TURNING VANES**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Ductmate Industries, Inc.
  2. Duro Dyne Inc.
  3. METALAIRE, Inc.
  4. SEMCO Incorporated.
  5. Ward Industries, Inc.; a division of Hart & Cooley, Inc.



- B. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
  - 1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.
- C. Manufactured Turning Vanes for Nonmetal Ducts: Fabricate curved blades of resin-bonded fiberglass with acrylic polymer coating; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
- D. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."
- E. Vane Construction: Single wall for ducts up to 48 inches wide and double wall for larger dimensions.

## 2.9 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. American Warming and Ventilating; a division of Mestek, Inc.
  - 2. Cesco Products; a division of Mestek, Inc.
  - 3. Ductmate Industries, Inc.
  - 4. Flexmaster U.S.A., Inc.
  - 5. Greenheck Fan Corporation.
  - 6. McGill AirFlow LLC.
  - 7. Nailor Industries Inc.
  - 8. Ruskin, Inc.
  - 9. Pottorff; a division of PCI Industries, Inc.
  - 10. Ventfabrics, Inc.
  - 11. Ward Industries, Inc.; a division of Hart & Cooley, Inc.
- B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2, "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."
  - 1. Door:
    - a. Double wall, rectangular.
    - b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
    - c. Vision panel.
    - d. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
    - e. Fabricate doors airtight and suitable for duct pressure class.
  - 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
  - 3. Number of Hinges and Locks:
    - a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
    - b. Access Doors up to 18 Inches Square: Two hinges and two sash locks.
    - c. Access Doors up to 24 by 48 Inches: Three hinges and two compression latches.
    - d. Access Doors Larger Than 24 by 48 Inches: Four hinges and two compression latches with outside and inside handles.

## 2.10 FLEXIBLE CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Ductmate Industries, Inc.
  - 2. Duro Dyne Inc.
  - 3. Ventfabrics, Inc.
- B. Materials: Flame-retardant or noncombustible fabrics.
- C. Coatings and Adhesives: Comply with UL 181, Class 1.

- D. Metal-Edged Connectors: Factory fabricated with a fabric strip 5-3/4 inches wide attached to 2 strips of 2-3/4-inch- wide, 0.028-inch-thick, galvanized sheet steel or 0.032-inch-thick aluminum sheets. Provide metal compatible with connected ducts.
- E. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
  - 1. Minimum Weight: 26 oz./sq. yd..
  - 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
  - 3. Service Temperature: Minus 40 to plus 200 deg F.

## **2.11 FLEXIBLE DUCTS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Thermaflex.
- B. Insulated, Flexible Duct: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor-barrier film.
  - 1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
  - 2. Maximum Air Velocity: 5000 fpm.
  - 3. Temperature Range: Minus 10 to plus 160 deg F.
  - 4. Insulation R-value: 6.0.
- C. Flexible Duct Connectors:
  - 1. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action in sizes 3 through 18 inches, to suit duct size.
  - 2. Non-Clamp Connectors: Adhesive plus sheet metal screws.

## **2.12 DUCT ACCESSORY HARDWARE**

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

## **PART 3 EXECUTION**

### **3.1 INSTALLATION**

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel.
- C. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
- D. Set dampers to fully open position before testing, adjusting, and balancing.
- E. Install test holes at fan inlets and outlets and elsewhere as indicated.
- F. Install fire dampers according to UL listing.
- G. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
  - 1. At outdoor-air intakes and mixed-air plenums.
  - 2. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
  - 3. Control devices requiring inspection.
  - 4. Elsewhere as indicated.
- H. Install access doors with swing against duct static pressure.

- I. Access Door Sizes:
  - 1. One-Hand or Inspection Access: 8 by 5 inches.
  - 2. Two-Hand Access: 12 by 6 inches .
  - 3. Head and Hand Access: 18 by 10 inches.
  - 4. Head and Shoulders Access: 21 by 14 inches.
  - 5. Body Access: 25 by 14 inches.
  - 6. Body plus Ladder Access: 25 by 17 inches.
- J. Label access doors according to Division 23 Section "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- K. Install flexible connectors to connect ducts to equipment.
- L. Connect terminal units directly to supply ducts.
- M. Connect flexible ducts to metal ducts with draw bands.
- N. Install duct test holes where required for testing and balancing purposes.

### **3.2 FIELD QUALITY CONTROL**

- A. Tests and Inspections:
  - 1. Operate dampers to verify full range of movement.
  - 2. Inspect locations of access doors and verify that purpose of access door can be performed.
  - 3. Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
  - 4. Inspect turning vanes for proper and secure installation.
  - 5. Operate remote damper operators to verify full range of movement of operator and damper.

**END OF SECTION**

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**DIVISION 26 - ELECTRICAL  
SECTION 26 00 00**

**GENERAL PROVISIONS FOR ELECTRICAL WORK**

**PART 1 GENERAL**

**1.1 ALTERNATES**

- A. Take cognizance of any change required in the work and include the price deemed necessary to meet the requirements of the respective alternate.

**1.2 BIDDING**

- A. The Contractor shall provide labor, materials, equipment, items, articles, operations and methods listed, shown, scheduled, or mentioned on the drawings, and/or specified, including all incidentals required for their completion.
- B. The Contractor shall refer to the General part of these specifications, such as Instructions to Bidders, Special Conditions and DIVISION 1 - GENERAL REQUIREMENTS for restrictions covering time that work can be performed in certain areas, noisy and dusty operations, sequence of work, access to restricted areas and similar type of work and operations. Contractor is advised that operations which may generate dust or dirt are to be performed in accord with DIVISION 1 - GENERAL REQUIREMENTS, and architectural standard drawing.

**1.3 SUBSTITUTIONS**

- A. Most items in this DIVISION are eligible for substitution in accordance with the General Conditions and Supplements hereto. Where a proprietary specification is written for a particular item, then only that item may be used. The final decision as to acceptability rests with the Engineer.
- B. When the Engineer deems it necessary to assure satisfactory installation and compatibility with other equipment, piping, ductwork, electrical provisions and other appurtenances, the Contractor shall prepare scale drawings of the substitute item showing proposed location, connections, relation to other equipment and other pertinent data such as maintenance space requirements, electrical requirements, height and weight. Drawings must receive Engineer's approval before the substitution is made.
- C. It is the Contractor's responsibility that the substitute item shall fit into the space allocated and that the item can be installed and function as intended. Should changes in the work of any Contractor become necessary as a result of any substitute item under this DIVISION, such changes shall be arranged and paid for by this Contractor.
- D. Capacities of substitute items shall not be less than that of the specified item.
- E. The performance of the factory representative and supplier on past work will be a consideration in the approval process of substitute items.

**1.4 CODES, REGULATIONS AND PERMITS**

- A. All materials and equipment shall be new, approved by Underwriters' Laboratories, Inc., Factory Mutual Research Corporation or other nationally recognized testing organization or by the local inspection authority, and be in new, undamaged condition when installed.
- B. All materials and equipment shall comply with the National Electrical Code, National Electrical Safety Code, Uniform Building Code, and all other applicable Federal, State, City and County codes, regulations and ordinances.
- C. The Contractor must obtain and arrange for all permits and approvals required for the execution of the work.

**1.5 INTENT OF DRAWINGS**

- A. Riser diagrams and other diagrams are schematic only and not to scale. They are intended only to indicate sizes or relative arrangement of conduit and equipment shown elsewhere in plan view.

- B. The drawings and specifications are intended to supplement each other and any details contained in one and not the other shall be included as if contained in both. Items not specifically mentioned in the specifications or noted on the drawings, but which are necessary to make a complete working installation shall be included.

#### **1.6 WORKMANSHIP**

- A. Work to be accomplished by workmen skilled in the particular trade, in conformance with best practices and to meet all applicable codes.
- B. Owner's representative decides when work is satisfactory. Contractor shall replace materials or equipment not properly installed or finished, without an increase in cost.

#### **1.7 RESPONSIBILITY**

- A. The Contractor is responsible for installation of satisfactory and complete piece of work in accordance with true intent of drawings and specifications.
- B. Consult all drawings for project to predetermine that work and equipment will fit as planned.
- C. Location of conduit, panels, outlets, equipment, switches, etc., checked to determine it clears openings, structural members, cabinets, heating units, ducts, piping, telephone equipment and equipment having fixed locations. This check-out done prior to rough-in.
- D. If, at any time, and in case, change in location of conduit, outlets fixtures, switches, panels, equipment, etc., become necessary due to obstacles or installation of other trades shown on any of the project drawings, such required changes made by Contractor at no extra cost.
- E. By the act of submitting a bid, this Contractor shall be deemed to have:
  - 1. Examined all drawings and specifications which are a part of this project.
  - 2. Made proper allowances for coordination with other trades and the Government.
  - 3. Provided for the requirement to work with other contractors.
  - 4. Considered the complexity, scheduling and all other special and unusual circumstances involved which this Contractor has determined to be connected with this project.
  - 5. Make an affirmative statement that this Contractor has read the documents, he understands their meaning and intent, he is able to install the work in the manner shown and satisfactory to the Engineer and that he is willing and able to execute the work of this Division 16 in accordance with the requirements, restrictions and limitations stated or implied in these construction documents.

#### **1.8 DELIVERY AND STORAGE OF MATERIALS**

- A. Make provisions acceptable to the Owner's representative for delivery and storage of materials. Materials shall not be stored within the building unless specifically authorized by Owner's representative.
- B. Make provisions for introduction into the building of equipment furnished under this DIVISION.

#### **1.9 MANUFACTURER'S DIRECTIONS**

- A. Manufactured materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless noted otherwise herein or on the drawings.

#### **1.10 CUTTING, PATCHING, REPAIRING**

- A. Cutting, patching and repairing required by the work of this DIVISION shall be the responsibility of this Contractor.
- B. Work shall be performed in accordance with DIVISION 1, GENERAL REQUIREMENTS, of these specifications.
- C. The performance of this work shall not weaken the structural integrity of the building.
- D. Any abrasion or disfigurement of the finished work or any portion of the building where any such abrasion or disfigurement is caused by the activities of the contractor shall be repaired, and neatly refinished to match the adjacent work.

### 1.11 OPENINGS IN RACEWAYS AND BOXES

- A. Openings in conduit, boxes, etc., kept closed during progress of work.
- B. The Contractor required to clean new systems found dirty to satisfaction of the Owner's representative at no additional cost.

### 1.12 CLEANUP

- A. Upon completion of daily work (or more often if necessary), remove materials, scraps, etc., relative to this work and leave premises in clean and orderly condition. Any work which creates dust or dirt shall be performed with a shop type vacuum cleaner so as to prevent any dust or dirt contamination of the space and switch or equipment. This includes drilling of holes for equipment installation.
- B. Clean equipment of dirt and debris, including panelboards, disconnects, outlet boxes, lighting fixtures, and fixture lenses.

### 1.13 SAMPLES

- A. The Contractor shall submit actual production samples on any material or equipment requested if, in the Engineer's opinion, it is necessary in order to determine the quality, workmanship, operation, etc., of the item.
- B. Samples will be returned to the Contractor. Approved samples may be used on the job.
- C. Costs incurred in providing and returning samples will be the responsibility of the Contractor.

### 1.14 TEMPORARY SERVICES

- A. See DIVISION 1 - GENERAL REQUIREMENTS for Temporary Facilities.

### 1.15 FIRE PROTECTION

- A. Raceway penetrations of all fire partitions, walls and floors shall be effectively fire-stopped to equal the fire rating of the floor or partition using materials and methods UL approved and tested to meet all conditions of ASTM E119, UL 1479 and ASTM E 814 tests. One such material is Carborundum bulk "Fiberfrax" fiber packing for filling the annular space between pipe and sleeve or hole and Fiberfrax LDS moldable caulking for sealing in the fiber packing. Other acceptable materials are Dow Corning 3-6548 Silicon RTV foam firestop system, General Electric 'Pensil' 851 system or U.S.G. fire code compound and Thermafire.
- B. Construction of permanent bracing, framing, roof curbs and platforms or other structures which utilize wood construction shall be fabricated from fire resistant treated materials or shall be otherwise protected by approved fire resistant materials.

### 1.16 EQUIPMENT MOUNTING

- A. Floor Mounting
  - 1. Concrete bases 4" high with chamfered edges shall be provided under floor-mounted equipment such as switchboards, transformers, and motor control centers where bases are called out or indicated on the drawings.
  - 2. Floor-mounted equipment shall be secured to the concrete bases with steel anchor bolts preset in the concrete base. Anchor bolts and anchoring shall be capable of resisting horizontal and vertical earthquake forces as required in the Uniform Building Code, Section 2312. Where spring-type vibration mounts are required, they shall be secured to the concrete bases and, in addition, the equipment restrained whereby the equipment is free to vibrate but cannot move from the base.
- B. Wall Mounting
  - 1. Wall-mounted equipment, such as panelboards, shall be securely fastened to the wall using appropriate fasteners such as toggle bolts, expansion bolts, etc.

### 1.17 COMPLETION AND TESTS

- A. Complete and test each system and leave in proper operation.
- B. At the time of finalizing the Project, a completion system test shall be performed in the presence of the owner's designated representative. During the test, the contractor shall demonstrate that

the systems perform in the manner described in the specifications and indicated on the drawings. Test procedure and the results shall be recorded and delivered to the Owner's representative. Tests shall be repeated after any corrections are made as a result of initial testing or correctional work under guarantee provisions.

#### **1.18 OPERATING INSTRUCTIONS**

- A. The Contractor shall provide qualified personnel to instruct the Owner's maintenance people in the operation and maintenance of the system.
- B. Written operation and maintenance instructions, as produced by the manufacturer, shall be provided for all equipment. These instructions shall be bound and submitted as described in Part 2, below.

#### **1.19 REMODELING WORK**

- A. Wherever existing electrical wire, conduit, controls, circuits, etc., are cut into, removed, interrupted, as a result of the remodeling, all such items that serve areas or equipment that remain shall be rerouted, extended, relocated, etc., as necessary to maintain operation of equipment and services.
- B. Downtime shall be held to a minimum. Outages shall be scheduled at a time acceptable to and approved by the Owner. Consult with Owner in sufficient time for him to make necessary preparations for the outage.
- C. Demolition
  - 1. Refer to the drawings for execution of demolition.
  - 2. All existing equipment and material removed and not scheduled for reinstallation shall remain the property of the Owner and shall be delivered to a designated stockpile area on the site by the Contractor. Materials not wanted by the Owner shall be removed from the site by the Contractor.
- D. Asbestos Awareness
  - 1. If suspect asbestos materials are encountered, the contractor shall cease work in that area and inform the owner of his suspicions and will not proceed with work until such time that a determination can be made on how to proceed.

#### **1.20 SITE INVESTIGATION**

- A. The Contractor shall be cognizant that this is a remodeling project and as such, certain items cannot be fully illustrated nor explained without field observation. Therefore, before submitting his proposal, the Contractor should examine the site and building as it pertains to this Project and make allowances in this proposal for all conditions that will affect the work indicated in the Project manual and contract documents.

#### **1.21 RECORD DRAWINGS**

- A. Maintain a separate set of electrical drawings at the job site at all times to be used as record drawings. This set shall be kept up to date with all changes and/or additions in the construction and/or mechanical systems, and shall be delivered to the Owner's representative at the completion of this job. This set of drawings shall be kept clean and protected at all times.

### **PART 2 SUBMITTALS AND BROCHURES OF EQUIPMENT**

#### **2.1 GENERAL**

- A. The literature required to be submitted and approved in order to fulfill the requirements of this Division falls into two general categories. These are the "Brochures of Equipment" and "Submittals."
- B. The Brochures of Equipment, as the name implies, shall contain all pertinent information for all equipment installed. These books are required to be turned over to the Owner and approved before final payment is authorized. Special training for certain equipment may require the use of this book at an earlier stage of project completion. In this instances, the Contractor will be required to prepare and submit the applicable portions of the Brochures of Equipment significantly before project completion.



- C. "Submittals" is a general term for informational literature which must be supplied to and approved by the Contractor prior to installing, receiving, or in some instances, even ordering equipment. The normal required types of submittals include shop drawings, manufacturer's literature, installation and operation instructions (from the manufacturer) and wiring diagrams. System reports, such as start-up reports or balancing reports, and the project completion checklist are two forms of submittals which are required after the equipment has been installed and is operational. Each Section of this Division may contain special or more specific requirements for expanded or additional types of submittal literature. These shall be provided as required by each Section.
- D. In general, copies of all returned, approved submittals shall be included in the Brochures of Equipment. These books shall also include complete operation and maintenance literature for each piece of equipment such as may be packaged with the equipment for OEM components. They will be used by the Owner's personnel as the primary source of information for operating and maintaining the installed systems and as such, they shall exhibit a high degree of clarity, thoroughness and be suitably bound and arranged to be useful and durable throughout the life of the installed systems.

## 2.2 SUBMITTALS

- A. The contractor shall procure manufacturer's literature and/or certified prints for all items of equipment, materials or systems on the job. Shop drawings and literature shall be complete and marked showing name of job, item used, size, dimensions, capacity, rough-in, etc., as required for complete check and installation. Any exceptions of the equipment being furnished from that specified shall be clearly defined. Specific requirements of submittals may be expanded in individual specification sections. Minimum requirements shall include the following:
  - 1. Submit actual installation layout drawings on floor plans showing conduit runs, conduit and conductor sizes, color coding, number of conductors and location of devices and equipment. Provide such drawings for system such as fire alarm, clock and program and P.A. systems.
  - 2. Manufacturer's literature shall include any and all restrictions on the application and installed service limitations of the product.
- B. All shop drawings shall be **reviewed, approved** and stamped by the Contractor before ordering.
  - 1. **All** items of equipment and systems which are to be installed **as** specified or are not otherwise designated as requiring Owner's or Engineer's approval, will require a **letter of compliance** by the Contractor stating that these items or system will be provided as specified and will be reviewed and stamped by the contractor.
  - 2. Submittals for **any** piece of equipment or system which is a **substitute** from that specified or of any equipment or system specifically **directing** Engineer's review shall be **forwarded** to the owner **or Engineer** (as designated) for review. The Contractor shall check submittals for number of copies, adequate identification, correctness and compliance with drawings and specifications and apply his stamp of approval **before** forwarding the submittal. Submittals shall be revised, changed and/or resubmitted until acceptable and approved by the Owner's representative.
    - a. Approval of submittals and literature by the owner or Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve him from responsibility for errors in shop drawings or other submittal literature.
    - b. Submit a minimum of six copies of submittals for review. A minimum of two copies will be retained by the Owner and/or Engineer.
    - c. Copies on copy machines which are not of a permanent or legible nature will not be accepted for shop drawing submittals. Copies must be legible with all dimensions and other pertinent data clear.

## 2.3 BROCHURES OF EQUIPMENT

- A. The Contractor shall prepare two complete Brochures of Equipment containing all required submittal data for construction materials and for each piece of equipment and/or mechanical

system. Operation and maintenance literature shall also be included for each piece of equipment. Maintenance information shall be complete in every respect and shall include parts lists and assembly drawings wherever applicable. Manuals, catalogs, etc., shall be new, as supplied by the factory, and not photocopied. The Brochures shall also include a copy of the submittal requirement list and a final copy of the project completion checklist.

- B. All literature shall clearly indicate the equipment it represents or supplies protection for and shall be labeled with the equipment identification abbreviation found on the drawings, e.g. EF-1, etc. All information which is not applicable to the particular model and size supplied shall be clearly crossed out with heavy black marker or other suitable means. This includes dimensional drawings, maintenance information, parts lists, wiring diagrams, etc. Only the information applicable to the particular equipment supplied shall remain and it shall be easy to follow. Booklets not meeting these requirements shall be returned for correction.
- C. Binders shall be high quality telescoping post type with slide or lever release, metal hinges, and covered hardboard or rigid plastic covers.
- D. Dividers shall be used to separate the literature for equipment supplied under each of the various Sections of this Division. Divider headings shall read the same as the Section title e.g. "265100 INTERIOR LIGHTING."
- E. The format of the Brochure shall begin with the submittal requirement list at the front as an index sheet. The dividers for each section shall then progress sequentially and the project completion checklist shall be included at the back as the appendix.
- F. Large size drawings or diagrams shall be folded and placed in heavyweight sheets with pockets.
- G. Authorization for final payment shall not be made prior to final acceptance of the Brochures of Equipment.

**END OF SECTION**

**SECTION 26 05 19  
POWER CONDUCTORS AND CABLES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For testing agency.
- B. Field quality-control test reports.

**1.5 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
  - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

**PART 2 - PRODUCTS**

**2.1 CONDUCTORS AND CABLES**

- A. Copper Conductors: Comply with NEMA WC 70.
- B. Conductor Insulation: Comply with NEMA WC 70 for Types THW, THHN/THWN, XHHW, UF, USE and SO.

**2.2 CONNECTORS AND SPLICES**

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- B. Cable size #6 or larger shall use lugs or approved connectors.
- C. Conductors #8 and smaller, use solderless connector similar to Ideal Industries 'Wing Nut' twist on connector.

**PART 3 - EXECUTION**

**3.1 CONDUCTOR MATERIAL APPLICATIONS**

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

**3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS**

- A. Type THHN-THWN, single conductors in raceway.

- B. Type MC prewired flexible metallic cable will be allowed, with piped homeruns to panelboard.

### 3.3 IDENTIFICATION OF CONDUCTORS

- A. Color Code conductors with the following table.
- | SYSTEM VOLTAGE | ØA    | ØB  | ØC   | Neutral | Ground |
|----------------|-------|-----|------|---------|--------|
| 120/208 Wye    | Black | Red | Blue | White   | Green  |
- B. Circuits run and numbered to agree with drawings. Combining of circuits other than what is shown on the drawings is not acceptable with approval.

### 3.4 INSTALLATION OF CONDUCTORS AND CABLES

- A. Splices in Feeders not permitted.
- B. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- G. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

### 3.5 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

### 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Division 26 Section "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Penetration Firestopping."

### 3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. Tests and Inspections:
1. After installing conductors and cables and before electrical circuitry has been energized, Perform an insulation resistance test on all feeder conductors installed under this contract, including neutrals, using a megohmmeter. Apply 1,000 volts DC to each conductor and maintain for one minute. Minimum value for each conductor shall be 100 megohms at 60 degrees F. Insulation test is to be made between conductors and between conductors and ground.
- C. Test Reports: Prepare a written report to record the following:
1. Test procedures used.

2. Test results that comply with requirements.
  3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- D. Remove and replace failed conductors and retest as specified above.

**END OF SECTION**

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**SECTION 26 05 26  
GROUNDING AND BONDING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
  - 1. Overhead-line grounding.
  - 2. Underground distribution grounding.
  - 3. Ground bonding common with lightning protection system.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Retain first paragraph below to require Contractor to provide Drawings that locate significant grounding features. Division 01 Sections "Project Record Documents" and "Operation and Maintenance Data" require submittals to be included in those documents for use by maintenance forces throughout the life of the Project.
- B. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
  - 1. Test wells.
  - 2. Ground rods.
  - 3. Ground rings.
  - 4. Grounding arrangements and connections for separately derived systems.
  - 5. Grounding for sensitive electronic equipment.
- C. Qualification Data: For qualified testing agency and testing agency's field supervisor.
- D. Field quality-control reports.

**1.5 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
  - 1. Instructions for periodic testing and inspection of grounding features.
    - a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
    - b. Include recommended testing intervals.

**1.6 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
  - 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

**PART 2 - PRODUCTS**

**2.1 CONDUCTORS**

- A. Insulated Conductors: Tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - 8. Retain first paragraph below if Project includes overhead-line work.
- C. Bare Grounding Conductor and Conductor Protector for Wood Poles:
  - 1. No. 4 AWG minimum, soft-drawn copper.
  - 2. Conductor Protector: Half-round PVC or wood molding; if wood, use pressure-treated fir, cypress, or cedar.
- B. Grounding Bus: Predrilled rectangular bars of annealed copper, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

## 2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
  - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

## 2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, 3/4 inch diameter by 10 feet long.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
  - 1. Bury at least 24 inches (600 mm) below grade.
  - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
  - 1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.



2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; Connect to horizontal bus.
- E. Conductor Terminations and Connections:
1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  3. Connections to Ground Rods at Test Wells: Bolted connectors.
  4. Connections to Structural Steel: Welded connectors.

### 3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
1. Feeders and branch circuits.
  2. Lighting circuits.
  3. Receptacle circuits.
  4. Single-phase motor and appliance branch circuits.
  5. Three-phase motor and appliance branch circuits.
  6. Flexible raceway runs.
  7. Armored and metal-clad cable runs.
  8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
  9. Computer and Rack-Mounted Electronic Equipment Circuits: Install insulated equipment grounding conductor in branch-circuit runs from equipment-area power panels and power-distribution units.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- F. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- G. Signal and Communication Equipment: In addition to grounding and bonding required by NFPA 70, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.
1. For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
  2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch (6.3-by-100-by-300-mm) grounding bus.
  3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

- H. Metal Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
  - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Division 26 Section "Underground Ducts and Raceways for Electrical Systems," and shall be at least 12 inches (300 mm) deep, with cover.
  - 1. Test Wells: Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect- type connection is required, use a bolted clamp.
- F. Grounding and Bonding for Piping:
  - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- G. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.
- H. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.
- I. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70; use a minimum of 20 feet of bare copper conductor not smaller than No. 4 AWG.

1. If concrete foundation is less than 20 feet long, coil excess conductor within base of foundation.
2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid or to grounding electrode external to concrete.

### **3.4 LABELING**

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.
- B. Install labels at the telecommunications bonding conductor and grounding equalizer and at the grounding electrode conductor where exposed.
  1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

### **3.5 FIELD QUALITY CONTROL**

- A. Perform tests and inspections.
  1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
  1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.
  4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed the following values:
  1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
  2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
  3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
  4. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm.
  5. Substations and Pad-Mounted Equipment: 5 ohms.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

**END OF SECTION**

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**SECTION 26 05 29  
HANGERS AND SUPPORTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

**1.3 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For the following:
  - 1. Steel slotted support systems.
  - 2. Nonmetallic slotted support systems.
- B. Shop Drawings. Show fabrication and installation details and include calculations for the following:
  - 1. Trapeze hangers. Include Product Data for components.
  - 2. Steel slotted channel systems. Include Product Data for components.
  - 3. Nonmetallic slotted channel systems. Include Product Data for components.
  - 4. Equipment supports.

**1.5 QUALITY ASSURANCE**

- A. Comply with NFPA 70.

**1.6 COORDINATION**

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

**PART 2 - PRODUCTS**

**2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS**

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.; a division of Cooper Industries.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation.

- f. Unistrut; Tyco International, Ltd.
2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
4. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) Hilti Inc.
      - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 3) MKT Fastening, LLC.
      - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
  2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
    - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
      - 2) Empire Tool and Manufacturing Co., Inc.
      - 3) Hilti Inc.
      - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 5) MKT Fastening, LLC.
  3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
  4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
  5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  6. Toggle Bolts: All-steel springhead type.
  7. Hanger Rods: Threaded steel.

### **PART 3 - EXECUTION**

#### **3.1 APPLICATION**

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch) in diameter.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, raceways may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
  - 6. To Light Steel: Sheet metal screws.
  - 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

### 3.3 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03
- C. Anchor equipment to concrete base.
  - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

### 3.4 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

**END OF SECTION**

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**SECTION 26 05 33  
RACEWAYS AND BOXES**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Metal conduits, tubing, and fittings.
  - 2. Nonmetal conduits, tubing, and fittings.
  - 3. Metal wireways and auxiliary gutters.
  - 4. Nonmetal wireways and auxiliary gutters.
  - 5. Surface raceways.
  - 6. Boxes, enclosures, and cabinets.
  - 7. Handholes and boxes for exterior underground cabling.
- B. Related Requirements:
  - 1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.
  - 2. Division 27 Section "Pathways for Communications Systems" for conduits, wireways, surface pathways, innerduct, boxes, faceplate adapters, enclosures, cabinets, and handholes serving communications systems.
  - 3. Division 28 Section "Pathways for Electronic Safety and Security" for conduits, surface pathways, innerduct, boxes, and faceplate adapters serving electronic safety and security.

**1.3 DEFINITIONS**

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

**PART 2 PRODUCTS**

**2.1 METAL CONDUITS, TUBING, AND FITTINGS**

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. ARC: Comply with ANSI C80.5 and UL 6A.
- D. IMC: Comply with ANSI C80.6 and UL 1242.
- E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
  - 1. Comply with NEMA RN 1.
  - 2. Coating Thickness: 0.040 inch minimum.
- F. EMT: Comply with ANSI C80.3 and UL 797.
- G. FMC: Comply with UL 1; zinc-coated steel
- H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
  - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.

2. Fittings for EMT:
    - a. Material: Steel
    - b. Type: Setscrew or compression.
    - c. Connectors shall be watertight in wet location and concrete tight in concrete and masonry.
  3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
  4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Provide insulated bushings type B, SB or SBT as required.
- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: Type EPC-40-PVC complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. LFNC: Comply with UL 1660.
- F. Rigid HDPE: Comply with UL 651A.
- G. Continuous HDPE: Comply with UL 651B.
- H. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- I. RTRC: Comply with UL 1684A and NEMA TC 14.
- J. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- K. Fittings for LFNC: Comply with UL 514B.
- L. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- M. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, NEMA type per drawings or as required by area being installed. Size according to NFPA 70.
  1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Wireway Covers: Screw-cover type unless otherwise indicated.
- D. Finish: Manufacturer's standard enamel finish.

## 2.4 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Prime coated, ready for field painting.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Hubbell.
  - b. Wiremold / Legrand.
- C. Tele-Power Poles:
  1. Provide poles as specified on drawings.
  2. Fittings and Accessories: Dividers, end caps, covers, cutouts, wiring harnesses, devices, mounting materials, and other fittings shall match and mate with tele-power pole as required for complete system.

## 2.5 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- D. Metal Floor Boxes:
  1. Material: Cast metal or sheet metal.
  2. Type: Fully adjustable.
  3. Shape: Rectangular.
  4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep
- I. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250.
  1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  2. Nonmetallic Enclosures: Fiberglass
  3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- J. Cabinets:
  1. NEMA 250, Type as specified or required by area, with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  2. Hinged door in front cover with flush latch and concealed hinge.
  3. Key latch to match panelboards.
  4. Metal barriers to separate wiring of different systems and voltage.
  5. Accessory feet where required for freestanding equipment.
  6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.6 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
  1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
  2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## PART 3 EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed Conduit: GRC.
  - 2. Concealed Conduit, Aboveground: EMT
  - 3. Underground Conduit: Schedule 80 RNC or as noted on drawings
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC
  - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or Type 4.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed, Not Subject to Physical Damage: EMT.
  - 2. Exposed, Not Subject to Severe Physical Damage: EMT
  - 3. Exposed and Subject to Severe Physical Damage: GRC.
  - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  - 6. Damp or Wet Locations: GRC.
  - 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  - 3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
  - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

### 3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Division 26 Section "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
  2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
  3. Arrange raceways to keep a minimum of 1 inch of concrete cover in all directions.
  4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
- I. Stub-ups to Above Recessed Ceilings:
1. Use EMT.
  2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- L. Surface Raceways:
1. Install surface raceway with a minimum 2-inch radius control at bend points.
  2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section.
- M. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations.
- N. Mount boxes at 48" for switches, 15" for receptacles or as indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- O. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- P. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Q. Locate boxes so that cover or plate will not span different building finishes.
- R. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- S. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- T. Set metal floor boxes level and flush with finished floor surface.
- U. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 31 Section "Earth Moving" for pipe less than 6 inches in nominal diameter.
  2. Install backfill as specified in Division 31 Section "Earth Moving."
  3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to

provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 31 Section "Earth Moving."

4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
  - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
5. Underground Warning Tape: Comply with requirements in Division 26 Section "Identification for Electrical Systems."

### **3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS**

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

### **3.5 FIRESTOPPING**

- A. Install firestopping
- B. at penetrations of fire-rated floor and wall assemblies.

### **3.6 PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

**END OF SECTION**

**SECTION 26 05 53**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Identification for raceways.
  - 2. Identification of power and control cables.
  - 3. Identification for conductors.
  - 4. Underground-line warning tape.
  - 5. Equipment identification labels.
  - 6. Miscellaneous identification products.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each electrical identification product indicated.

**1.4 COORDINATION**

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

**PART 2 PRODUCTS**

**2.1 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS**

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
  - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
  - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

**2.2 CONDUCTOR IDENTIFICATION MATERIALS**

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils) thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

- C. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- E. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
  - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

### 2.3 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
  - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
  - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
  - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
  - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE,
  - 3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE

### 2.4 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch

### 2.5 CABLE TIES

- A. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch
  - 2. Tensile Strength at 73 deg F According to ASTM D 638: 12,000 psi (
  - 3. Temperature Range: Minus 40 to plus 185 deg F (olor: Black.
- B. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, self-locking.
  - 1. Minimum Width: 3/16 inch
  - 2. Tensile Strength at 73 deg F According to ASTM D 638: 7000 psi
  - 3. UL 94 Flame Rating: 94V-0.
  - 4. Temperature Range: Minus 50 to plus 284 deg F
  - 5. Color: Black.

### 2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.



## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- G. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.
- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.

### 3.2 IDENTIFICATION SCHEDULE

- A. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil 4-inch-wide black stripes on 10-inch centers over orange background that extends full length of raceway or duct and is 12 inches wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch high black letters on 20-inch centers. Stop stripes at legends. Apply to the following finished surfaces:
  - 1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
  - 2. Wall surfaces directly external to raceways concealed within wall.
  - 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- B. Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase Identification, 600 V or Less: Use color coding for ungrounded service and feeder conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG,.
    - b. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- C. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use write-on tags nonmetallic plastic tag holder with adhesive-backed phase tags.
- D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
1. Limit use of underground-line warning tape to direct-buried cables.
  2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- G. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
    - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label  
Unless otherwise indicated, provide a single line of text with 1/2-inch- ) high letters on minimum 2 -inch- high label. Provide higher labels for more than 2 lines of text.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label
    - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
  2. Equipment to Be Labeled:
    - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated label.
    - b. Enclosures and electrical cabinets.
    - c. Access doors and panels for concealed electrical items.
    - d. Switchgear.
    - e. Switchboards.
    - f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
    - g. Substations.
    - h. Emergency system boxes and enclosures.
    - i. Motor-control centers.
    - j. Enclosed switches.
    - k. Enclosed circuit breakers.
    - l. Enclosed controllers.
    - m. Variable-speed controllers.
    - n. Push-button stations.
    - o. Power transfer equipment.
    - p. Contactors and associated controls (light switches, timeclocks, photocells).
    - q. Remote-controlled switches, dimmer modules, and control devices.
    - r. Battery-inverter units.
    - s. Battery racks.
    - t. Power-generating units.
    - u. Monitoring and control equipment.
    - v. UPS equipment.

**END OF SECTION**