

PROJECT MANUAL FOR:

Huffman Building UPD Storage Addition

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

April 6, 2018

PPA No. 17-0102

SET NO.:



**MONTANA
STATE UNIVERSITY**

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

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| MSU Supplemental Conditions | Montana Prevailing Wage Rates |

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

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| 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 |
| Acknowledgement of Subcontractors, Form 102 | Performance Bond, Form 112 |
| Consent of Surety to Final Payment, Form 103 | Labor and Material Payment Bond, Form 113 |
| Contract Change Order, Form 104 | Certificate of Final Acceptance, Form 118 |
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Additionally these can be downloaded from our website:

<http://www.montana.edu/pdc/contract-documents.html> – or will be provided upon request.

Geotechnical Report TDH Engineering

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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, April 26, 2018**, and will be publicly opened and read aloud in the offices of **MSU Campus Planning, Design and Construction, Plew Building, 6th & Grant, Bozeman, Montana**, for: **Huffman Building UPD Storage Addition, PPA No. 17-0102**.

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, 6th & 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 Tuesday, April 17, 2018, AT 11:00 AM PARTICIPANTS SHOULD MEET AT: MSU Facilities Meeting Quonset, 6th & 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 November 15, 2018**.

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

Approved by: _____
University Engineer

Approved by: _____
University Architect

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/contract-documents.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

NW MT - Flathead Builders Exchange
 2303 Hwy 2 E
 Kalispell, MT 59901
 406/755-5888
planex@kalcop.com

Helena Plans Exchange
 1530 Cedar Street Suite C
 Helena MT 59601
 406/457-2679
helenaplanex@helenacopycenter.com

Bozeman Builders Exchange
 1105 Reeves RD W STE 800
 Bozeman MT 59718
 406/586-7653
exchange@bozemanplanroom.com

Great Falls Builders Exchange
 202 2ND Avenue S
 Great Falls MT 59401
 406/453-2513
gfbe@greatfallsplans.com

Missoula Plans Exchange
 201 N Russell ST
 Missoula MT 59801
 406/549-5002
mpe@vemcoinc.com

Butte Builders Exchange
 4801 Hope Road
 Butte MT 59701
 406/782-5433
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:

Jaclyn Liebscher, Project Manager
Montana State University
Campus Planning, Design & Construction
6th and Grant, PO Box 172760
Bozeman, Montana 59717-2760
Ph: 406/994-5970; 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: | Huffman Building UPD Storage Addition |
| Location: | Montana State University Bozeman Campus |
| MSU PPA Project Number: | 17-0102 |
| 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 November 15, 2018**.
 - 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

Huffman Building UPD Storage Addition
PPA No. 17-0102

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 INTRINSIK ARCHITECTURE, 111 NORTH TRACY AVENUE, BOZEMAN, MONTANA 59715, 406/582-8988, 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: DEDUCT Center Storage Casework – (28) 4’ wide x 7’-6” tall x 18” deep custom storage cases.

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

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

ALTERNATE NO. 2: DEDUCT Paint exposed metal roof deck (ceiling) and roof trusses.

THE BIDDER AGREES TO DEDUCT THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM 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 6th & 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
6TH & GRANT AVENUE, P.O. Box 172760
BOZEMAN, MONTANA 59717-2760

(Signature)

(Print Name)

(Title)

(Date)

Walt Banziger, 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 | Article 3.4.4 | 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. |
| Warranty | Article 3.5.2 | 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 | Article 3.10.1 | 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 | Article 4.3.1.1 | Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such claim. |
| Weather Delays | Article 4.3.5.2 | 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 | Article 4.3.6 | The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. |
| Mediation & Arbitration | Article 4.5 & 4.6 | 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 | Article 7 | 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 | Article 7.2.2.1 | As described with a 5% allowance for overhead and a 10% allowance for profit. |
| Time | Article 8 | Time is of the essence in performance, coordination, and completion of the Work contemplated herein. |
| Liquidated Damages | Article 8.1.6 | 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 | Article 8.1.8 | 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 | Article 9.3.2 | 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 | Article 9.3.7 | 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 | Article 10 | 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 | Article 11 | 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 | Article 11.7 | 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 | Article 13.8 | 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, 201)

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, whichever 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/)

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 |
|--------|--|--|---|

*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 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 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 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 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.

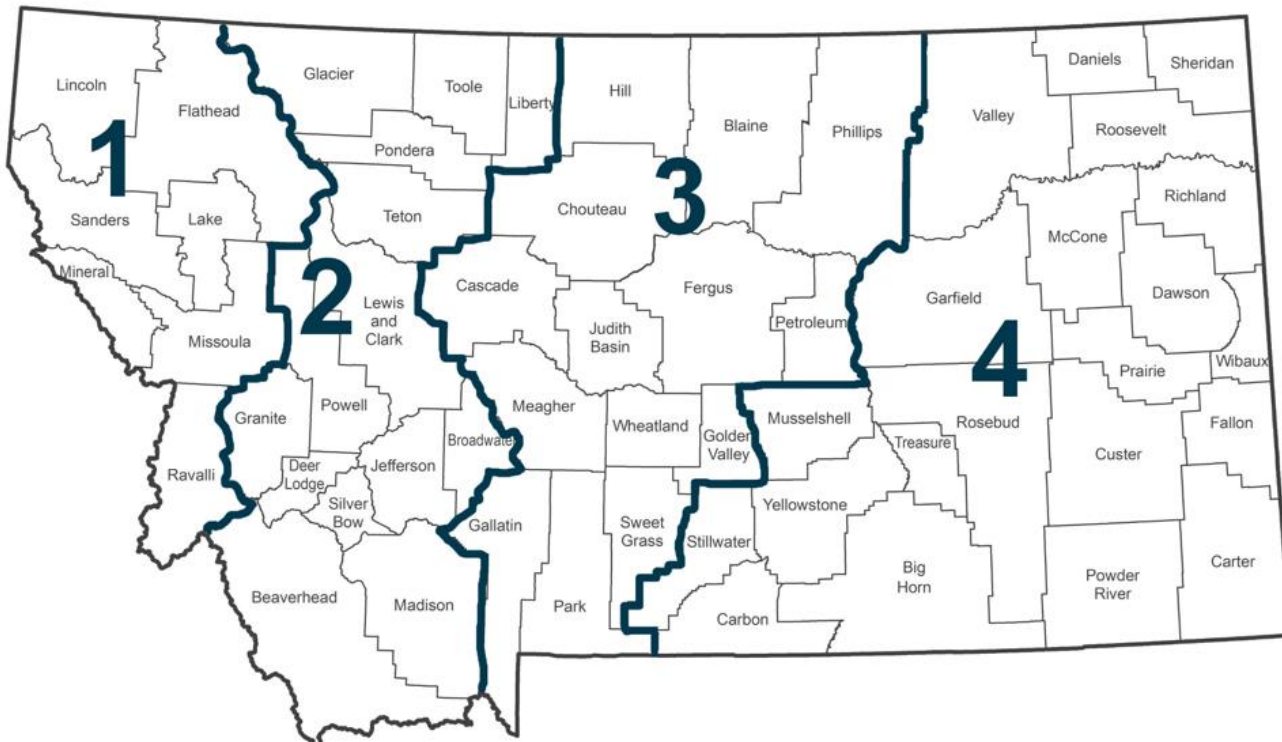
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income 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

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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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)

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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

| Wage | Benefit | |
|-------------|----------------|---------|
| 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

| | Wage | Benefit |
|------------|-------------|----------------|
| 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.

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
406-994-5461

If you have questions on [Change Orders, Addendums, Contracts, or other Contract Documents](#) related to your work on campus:
Please Contact:

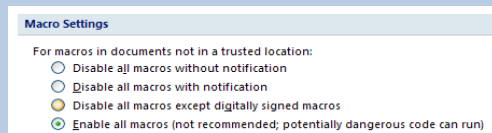
Your Project Manager OR

Rebecca Barney | MSU Bozeman
Rebecca.Barney@montana.edu
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 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTALS: | | - | - |
| NET TOTAL: | | - | - |

| 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. Amount Due This Payment: | - |
| 7. Less 1% State Contractor's Tax: [Contracts > 4999.99] | - |
| 8. Payment Due Contractor: | - |

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: _____



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

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
 6th & 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 & 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 of _____ Change in Contract Time of _____ Calendar Days.
Options: Lump Sum, Unit Price, Estimated Not To Exceed, Fixed, Estimated, Maximum

Issued by Arch/Eng.: _____ By: _____ Date: _____
Accepted by Owner: Montana State University By: _____ Date: _____
Campus Planning, Design & Construction
Accepted by Contractor: _____ By: _____ Date: _____



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 _____

234 East Babcock Street
Suite 3
Bozeman, MT 59715



406.586.0277
tdhengineering.com

February 27, 2018

Mr. Peter Andrews, AIA
Intrinsic Architecture
11 North Tracy Avenue
Bozeman, MT 59715



RE: REPORT OF GEOTECHNICAL INVESTIGATION
HUFFMAN BUILDING ADDITION – S. 7TH AVE. & W. KAGY BLVD.
TD&H ENGINEERING JOB NO. B18-006

Dear Mr. Andrews,

Per your request, TD&H Engineering performed a geotechnical investigation for the proposed addition to the Montana State University (MSU) Security and Police Station located at the intersection of South 7th Avenue and West Kagy Boulevard in Bozeman, Montana, on February 16, 2018. The intent of this investigation was to assess subsurface conditions beneath the proposed addition and provide geotechnical recommendations for the design and construction of the new foundation system. We understand the project includes an 800-square-foot addition to the east side of the existing building which will be utilized for gun storage. The proposed addition is to be wood-framed and incorporate interior slab-on-grade construction. The foundation is anticipated to utilize either conventional frost-depth footings or a thickened-edge slab system. Based on our experience with similar construction, wall loads of up to 3,000 pounds per lineal foot are anticipated for this project and no column loads are anticipated.

FINDINGS

Our investigation consisted of two test pits performed at the approximate locations shown on Figure 1. Based on these test pits, the subsurface soils within the limits of the proposed addition consist of 1.1 to 1.5 feet of surficial topsoil and fill materials underlain by native lean clay extending to depths of at least 10.2 feet, the maximum depth investigated.

Limited laboratory testing was performed as part of our scope of work. Based on these analyses, the native lean clay contains trace gravel (less than 0.5 percent), between 6 and 9 percent sand, and between 91 and 94 percent fines (clay and silt). Two samples of the material exhibit relatively consistent plasticity properties and resulted in liquid limits of 35 and 37 percent and plasticity indices of 15 and 17 percent, respectively. Based on these results, the lean clay with sand is considered marginally expansive; however, consolidation-swell testing was also performed as part of our scope of work and is discussed in detail below.

GEOTECHNICAL ANALYSIS

Based on our understanding of the planned construction, the footings for the proposed addition are anticipated to bear between one and four feet below existing site grade depending on the desired foundation system. Shallow footing options which do not extend below typical frost penetration depths will require additional insulation and preventative measures to mitigate seasonal frost impacts.

In order to assess the settlement and expansive risk posed by the native lean clay, consolidation-swell testing was performed in our laboratory. A single constant volume swell test was performed to evaluate the maximum uplift pressure exerted by a sample of the native clay. During this test, a representative sample of the clay is prepared and inundated with water. The loading applied to the surface of the sample is gradually increased in response to expansive forces in order to prevent any change in volume. Once the loading applied to the sample stabilizes, this value is considered the maximum uplift pressure which can be exerted by the material during expansion. This test, shown on Figure 7, indicates a maximum uplift pressure of less than 200 pounds per square foot (psf) at the current moisture content, which is consistent with the marginal expansive properties anticipated based on the Atterberg Limits. A second consolidation and constant pressure swell test was also performed. This test is similar to the constant volume test described previously; however, a consolidation test under natural moisture conditions is performed prior to inundation. During the consolidation portion of the test, the loading applied to the sample is incrementally increased and the settlement or change in volume is measured at each increment. During the final unloading stage, the loading applied to the surface of the sample is held constant, water is added to inundate the sample, and the material is allowed to swell until no additional change in sample height occurs. The constant pressure swell portion of our test was performed under an applied pressure of 250 psf. This test, shown on Figure 6, indicates that the sample is moderately compressible and experienced approximately three percent strain up to an applied pressure of 4,000 psf, the maximum pressure typically allowed for similar soils. During the swelling stage of this test, the sample experienced approximately 0.51 percent strain under the applied 250 psf pressure.

In addition to the testing described above, a unit weight of the undisturbed clay was measured to evaluate the in-situ density of the material for comparison to a standard proctor test. This provides the relative compaction of the in-situ soil and helps to qualify its settlement potential. Based on this testing, the in-situ lean clay exhibited a moist density of 107.7 pounds per cubic foot (pcf) and a dry density of 87.4 pcf at a current moisture content of 23.3 percent (See Figure 8). A standard proctor test performed on a bulk sample of the native clay (See Figure 9) following procedures outlined in ASTM D698 resulted in a maximum dry density of 102.2 pcf at an optimum moisture content of 19.0 percent. By comparing these values, the native clay is at approximately 85 percent compaction and a moisture content which is four to five percent above optimum.

Based on the findings of our laboratory program, the native lean clay soils are not anticipated to pose a significant expansive risk for this project, and the structure should provide adequate dead load to resist most of the expansive force. Thus, the primary geotechnical concern for this project is the potential settlement beneath the new foundations and impacts of the existing fill.

Shallow Foundations

Either conventional shallow foundations or frost-protected thickened-edge slabs may be utilized for this project; however, some degree of subgrade improvement is recommended to control potential settlements associated with the relatively soft clay subgrade. Based on the laboratory testing, the in-situ lean clay exhibits a relative compaction of only 85 percent, which is well below the typical 95 percent required for most bearing applications. Furthermore, the current moisture content of the soil is well above the optimum compaction value; spring thaw and precipitation are likely to further increase the moisture in the surficial bearing zone. This will likely preclude proper compaction of the bearing soils; thus, reducing its strength and increasing the settlement risk.

Based on the consolidation data collected during our laboratory testing, conventional shallow foundation options, including frost-protected thickened-edge slabs, could be supported directly over the native soils; however, this will result in an increased settlement risk which is generally considered excessive for most construction applications. Based on our assumed foundation loads and the data obtained, shallow foundation or thickened-edge slab foundation systems designed using a maximum allowable soil bearing pressure of 1,500 pounds per square foot (psf) may realize settlements of up to 1.5 inches when supported on undisturbed native lean clay. In our experience, this level of foundation settlement can result in poor performance of the structure and considerable interior distresses. For this reason, it is our opinion that the use of a layer of compacted structural fill and a separation geotextile are prudent to help alleviate settlement concerns. We have excluded any further recommendations for footings bearing directly on native soils; however, if the Owner wants to pursue options not requiring structural fill and you are able to design the structure in a way that can accommodate up to 1.5 inches of potential settlement, with limited distress to the structure, we can provide amended recommendations for your consideration.

Based on the subsurface conditions encountered, we recommend the use of conventional shallow foundations or thickened-edge slabs supported on at least 24 inches of compacted structural fill which is separated from the underlying undisturbed native clay by a geotextile. The geotextile will aid in achieving compaction of the structural fill and help to prevent loss of aggregate into the soft clay subgrade during construction. Footings constructed as described, and designed using a maximum allowable soil bearing pressure of 1,500 psf, are not anticipated to realize total settlements exceeding $\frac{3}{4}$ -inch. Differential settlements within the addition should be on the order of one-half this amount.

Slab-On-Grade Construction

The natural on-site soils, exclusive of topsoil, are suitable to support lightly to moderately loaded, slab-on-grade construction. A leveling course of granular fill directly beneath the slab is recommended to provide a structural cushion, a capillary-break from the subgrade, and a drainage medium. Due to the elevated subgrade moisture and the anticipated difficulty with compacting the lean clay, an increased thickness of base course gravel and a separation geotextile should be considered. Specific recommendations for the design and construction are provided below.

Seismic Design Considerations

Based on the subsurface conditions encountered within the limited depth of investigation and our experience in Bozeman, the site is considered to fall under seismic Site Class C due to the relatively shallow depth to dense gravel deposits common in this area. Based on the USGS Seismic Design Map Application available online, the appropriate International Building Code (IBC) seismic design parameters for the site include site coefficients of 1.113 and 1.590 for F_a and F_v , respectively. The recommended design spectral response accelerations at short periods (SD_s) and at 1-second period (SD_1) are 0.533g and 0.223g, respectively. These values represent two-thirds of the mapped response accelerations following correction for the appropriate site classification and assume that the proposed addition is included under Risk Category I, II, or III. Based on the high fines content and plasticity of the site soils, the likelihood of seismically-induced soil liquefaction or settlement within the surficial clay is low. Impacts of potential liquefaction or seismic settlement in uninvestigated gravel stratum are considered negligible due to the anticipated magnitude of foundation loads and the limited depth of stress change within the soils associated with this project.

RECOMMENDATIONS

The following recommendations are intended for use with either conventional frost-depth shallow foundations or frost-protected, thickened-edge slabs to support the proposed addition. These recommendations are based on the test pits performed as part of this investigation and are intended to limit potential foundation movements to less than $\frac{3}{4}$ -inch. Some variability in the soil conditions may be encountered, especially in relative proximity to the existing structure where prior foundation backfill is anticipated. We highly recommend that a representative of TD&H Engineering be retained during the construction phase to assess subgrade conditions and ensure the suitability of the provided recommendations.

Subgrade Preparation & Compaction

1. All topsoil, existing fill, and other organic or deleterious materials shall be removed from the proposed addition limits prior to footing or slab construction. For your preliminary consideration, topsoil stripping depths on the order of 12 to 18 inches are anticipated to facilitate the removal of these zones; however, slightly deeper stripping depths may be required based on variations in the fill thickness.
2. All structural fill shall be placed in uniform lifts not exceeding 8 inches in thickness. Due to the elevated moisture content in the lean clay and the time of our investigation, proper compaction of this layer during construction is likely to require significant moisture conditioning, which is generally considered impractical for most construction projects due to the time and expense required for this process. Significant compactive effort applied to the native clay without the necessary moisture conditioning can cause pumping within the fine-grained soil and destabilization of the subgrade.

Thus, all loose soil debris shall be removed from the excavations for this project and only static compaction equipment, if any, should be utilized on the subgrade to smooth the surface prior to geotextile and structural fill installation.

3. A specific compaction requirement for the subgrade is not recommended as excessive compaction would destabilize this layer. However, a representative of our firm shall be retained to observe the subgrade prior to placement of any structural fill to verify that it has been cleared of all loose soil material. All subsequent structural fill should be moisture conditioned to within three percent of the optimum moisture content and compacted to at least 95 percent of the maximum dry density determined by a standard proctor test, which is outlined by ASTM D698. Exterior foundation backfill may utilize either structural fill or native lean clay and should be compacted to at least 92 percent of the maximum dry density per ASTM D698. Structural fill is recommended for all interior backfill due to the increased compaction requirement warranted beneath the interior slab to mitigate settlement (Item 17). Native clay backfill should be moisture conditioned to within one percent below and three percent above optimum moisture content prior to use as exterior backfill. Proper moisture conditioning as described will help to reduce the permeability of this zone and control infiltration along foundation walls.

For your consideration, verification of compaction requires laboratory proctor tests to be performed on the representative soil strata during construction. A single proctor was performed as part of our investigation and may be utilized for compaction testing of representative native clay; however, additional proctor tests may be necessary for alternative fill sources. These tests can require up to one week to complete (depending on laboratory backlog) and this should be considered by you or your contractor when coordinating the construction schedule to ensure that delays in construction or additional testing expense is not required due to laboratory processing times or rush processing fees.

4. Structural fill should conform to the material requirements outlined in Section 02235 of the Montana Public Works Standard Specifications (MPWSS). All gradations outlined in this standard are acceptable for use on this project; however, conventional proctor methods (outlined in ASTM D698) shall not be used for any materials containing less than 70 percent passing the $\frac{3}{4}$ -inch sieve. Conventional proctor methods are not suitable for these types of materials, and the field compaction value must be determined using a relative density test outlined in ASTM D4253-D4254.
5. Develop and maintain site grades which will rapidly drain surface and roof runoff away from foundation and subgrade soils; both during and after construction.

6. At a minimum, downspouts from roof drains should discharge at least six feet away from the foundation or beyond the limits of foundation backfill, whichever is greater. All downspout discharge areas should be properly graded away from the structure to promote drainage and prevent ponding.
7. It is the responsibility of the Contractor to provide safe working conditions in connection with underground excavations. Temporary construction excavations greater than four feet in depth, which workers will enter, will be governed by OSHA guidelines given in 29 CFR, Part 1926. For planning purposes, subsoils encountered in the test pits are considered Type B within the excavation depths anticipated. The soil conditions can change as a result of construction or fluctuations in soil moisture; thus, the contractor is responsible to provide an OSHA knowledgeable individual during all excavation activities to properly assess the soil conditions and ensure that all necessary safety precautions are implemented and followed.

Conventional Shallow Foundation Systems

The design and construction criteria below should be observed for conventional shallow foundation systems consisting of either frost-depth footings or frost-protected, thickened-edge slabs supported on properly compacted structural fill. The construction details and all applicable building code requirements should be considered when preparing the project documents.

8. Due to the settlement risk and the anticipated inability to compact the native subgrade, the use of conventional footings or thickened-edge slabs bearing directly on the lean clay is not recommended unless the addition can be designed to tolerate up to 1.5 inches of potential settlement and this level of performance is acceptable to the Owner. The design recommendations provided must be amended if the recommended structural fill is to be omitted and the higher level of settlement risk accepted by the Owner.

All footings or thickened portions of frost-protected slabs are recommended to bear on at least 24 inches of properly compacted structural fill (Item 4) extending at least 18 inches beyond the outer face of the footing in all directions. The structural fill should be separated from the prepared subgrade (Item 3) using a woven Mirafi 500X, or equivalent, geotextile. All subsequent structural fill shall be placed, compacted, and field verified in accordance with Items 3 and 21. Footings supported as described should be designed by a licensed structural engineer using a maximum allowable soil bearing pressure of 1,500 psf assuming the potential settlement of up to ¾-inch is acceptable for this project.

9. Soils disturbed below the planned depth of footing excavations should be replaced with properly compacted structural fill (Items 3 and 4).

10. All footings shall be sized by the foundation designer to satisfy the minimum requirements of the applicable building codes while not exceeding the maximum allowable bearing pressures provided in Item 8 above.
11. Exterior footings and footings beneath unheated areas should be placed at least 48 inches below finished exterior grade for frost protection. For thickened-edge slabs, the exterior must be frost-protected in accordance with current building code requirements.
12. Lateral loads are resisted by sliding friction between the footing base and the supporting soil and by lateral pressure against the footings opposing movement. For design purposes, a friction coefficient of 0.45 is appropriate for footings bearing on properly compacted structural fill. A lateral resistance pressure of 150 or 250 psf per foot of depth is appropriate for backfill consisting of compacted native soils or structural fill, respectively, as described in Item 3. If structural fill is utilized as backfill along exterior walls, a minimum depth of at least 18 inches of properly moisture conditioned and compacted native clay should be maintained at the ground surface to help reduce water infiltration along the foundation.
13. A representative of the project geotechnical engineer shall be retained to observe all footing excavations to verify that soil conditions are consistent with those observed during our limited field investigation and that the subgrade has been properly prepared prior to the placement of structural fill. These construction services are not included in the geotechnical assessment of the property and will be performed for an additional fee.
14. These recommendations assume that the risk of foundation displacements, as described above and typical for similar types of construction, are acceptable to the Owner for this project. If this level of risk is not acceptable, we should be consulted to discuss alternative foundation systems and provide amended foundation recommendations capable of further reducing this risk.

Foundation Walls

15. Care should be taken not to over-compact the backfill since this could cause excessive lateral pressure on the walls. Only hand-operated compaction equipment should be used within 5 feet of foundation walls. Foundation backfill should be placed in lifts of equivalent thickness which alternate from interior to exterior.
16. An exterior footing drain is not required by the applicable building code when slab-on-grade construction methods are utilized. A foundation drain may be included at the discretion of the architect and/or structural engineer; however, if the design configuration is changed to include either a

crawlspace or basement a foundation drain would be required and we can provide a typical detail for this system upon request.

Interior Slab-on-Grade Construction

17. For normally loaded, interior slab-on-grade construction, a minimum 12-inch cushion course consisting of free-draining, crushed gravel should be placed beneath the slabs and separated from the prepared subgrade (Item 3) using a woven Mirafi 500X, or equivalent, geotextile. The cushion course should conform to the requirements of structural fill (Item 4) above and be compacted to at least 95% of the maximum dry density determined using a standard proctor test outlined in ASTM D698.
18. *Geotechnically*, an underslab vapor barrier is not required for this project. A vapor barrier is normally used to limit the migration of soil gas and moisture into occupied spaces through floor slabs. The need for a vapor barrier should be determined by the architect and/or structural engineer based on interior improvements and/or moisture and gas control requirements.

Continuing Services

Three additional elements of geotechnical engineering service are important to the successful completion of this project.

19. Consultation between the geotechnical engineer and the design professionals during the design phases is highly recommended. This is important to ensure that the intentions of our recommendations are incorporated into the design, and that any changes in the design concept consider the geotechnical limitations dictated by the on-site subsurface soil and ground water conditions.
20. Observation, monitoring, and testing during construction is required to document the successful completion of all earthwork and foundation phases. A geotechnical engineer from our firm should be retained to observe the excavation, earthwork, and foundation phases of the work to determine that subsurface conditions are compatible with those used in the analysis and design. Additionally, compaction testing of the structural fill should be performed to verify that the requirements above have been satisfied prior to placement of concrete formwork.
21. During site grading, placement of all fill and backfill should be observed and tested to confirm that the specified density has been achieved. We recommend that the Owner maintain control of the construction quality control by retaining the services of an experienced construction materials testing laboratory. We are available to provide construction inspection services as well as materials testing of compacted soils and the placement of

Portland cement concrete. In the absence of project specific testing frequencies, TD&H recommends the following minimum testing frequencies be used:

Compaction Testing

| | |
|----------------------------------|--------------------------------------|
| Structural Fill Beneath Footings | 1 Test per 25 LF of Footing per Lift |
| Structural Fill Beneath Slabs | 1 Test per 400 SF of Slab per Lift |
| Foundation Backfill | 1 Test per 50 LF of Wall per Lift |

Concrete Testing

| | |
|----------------------------------|--------------------------|
| Structural Concrete [†] | 1 Test per 50 CY per Day |
| Non-Structural Concrete | 1 Test per Day |

[†] Structural concrete includes all footings, stem walls, slabs, and other load bearing elements
CY = Cubic Yards

LIMITATIONS

This report has been prepared in accordance with generally accepted geotechnical engineering practices in this area for use by the client for design purposes. The findings, analyses, and recommendations contained in this report reflect our professional opinion regarding potential impacts the subsurface conditions may have on the proposed project and are based on site conditions encountered. Our analysis assumes that the results of the exploratory test pits are representative of the subsurface conditions throughout the project limits, that is, that the subsurface conditions everywhere are not significantly different from those disclosed by the subsurface study. Unanticipated soil conditions are commonly encountered and cannot be determined by a limited number of test pits and laboratory analyses. Such unexpected conditions frequently require that some additional expenditures be made to obtain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

The recommendations contained within this report are based on the subsurface conditions observed in the test pits and the minimum performance standards commonly accepted in the project area. These recommendations are subject to change pending observation of the actual subsurface conditions encountered during construction or based on project specific performance standards provided by the Owner. TD&H cannot assume responsibility or liability for the recommendations provided if we are not provided the opportunity to perform limited construction inspection to confirm the engineering assumptions made during our analysis. A representative of TD&H should be retained to observe all construction activities associated with subgrade preparation, foundations, and other geotechnical aspects of the project to ensure the conditions encountered are consistent with our assumptions. Unforeseen conditions or undisclosed changes to the project parameters or site conditions may warrant modification to the project recommendations.

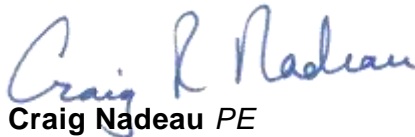
Long delays between the geotechnical investigation and the start of construction increase the potential for changes to the site and subsurface conditions which could impact the applicability of the recommendations provided. If site conditions have changed because of

natural causes or construction operations at or adjacent to the site, TD&H should be retained to review the contents of this report to determine the applicability of the conclusions and recommendations provide considering the time lapse or changed conditions.

Misinterpretation of the geotechnical information by other design team members is possible and can result in costly issues during construction and with the final product. We strongly advise that our geotechnical engineer be retained to review those portions of the plans and specifications (prepared by others) which pertain to earthwork and foundations to determine if they are consistent with our recommendations and to suggest necessary modifications as warranted. In addition, TD&H should be involved throughout the construction process to observe construction, particularly the placement and compaction of all structural fill, preparation of all foundations, and all other geotechnical aspects. Retaining the geotechnical engineer who prepared your geotechnical report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

This report was prepared for the exclusive use of the owner and their architect and/or engineer in the design of the subject facility. It should be made available to prospective contractors and/or the contractor for information on factual data only and not as a warranty of subsurface conditions such as those interpreted from the test pit logs and presented in discussions of subsurface conditions included in this report.

Prepared by:



Craig Nadeau PE
Geotechnical Manager
TD&H ENGINEERING

Reviewed by:



Ahren Hastings PE
Geotechnical Engineer
TD&H ENGINEERING

Attachments: Test Pit Location Map (Figure 1)
Log of Exploratory Test Pits (Figures 2 and 3)
Laboratory Test Reports (Figures 4 through 9)
USGS Design Map Summary Report
Soil Classification and Sampling Terminology for Engineering Purposes
Classification of Soils for Engineering Purposes

J:\2018\B18-006 MSU Huffman Building\GEOTECH\REPORTS\Huffman Building Addition Geotechnical 2018.02.27.doc

| REV | DATE | REVISION |
|-----|------|----------|
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| | | |
| | | |

1800 RIVER DR NO. - GREAT FALLS MONTANA 59401
TD&H
 Engineering
 406.791.3010 • tdandhengineering.com

DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 QUALITY CHECK: [REDACTED]
 DATE: [REDACTED]
 JOB NO. [REDACTED]
 FIELDBOOK [REDACTED]

HUFFMAN BUILDING ADDITION
 BOZEMAN, MONTANA
 TEST PIT LOCATION MAP

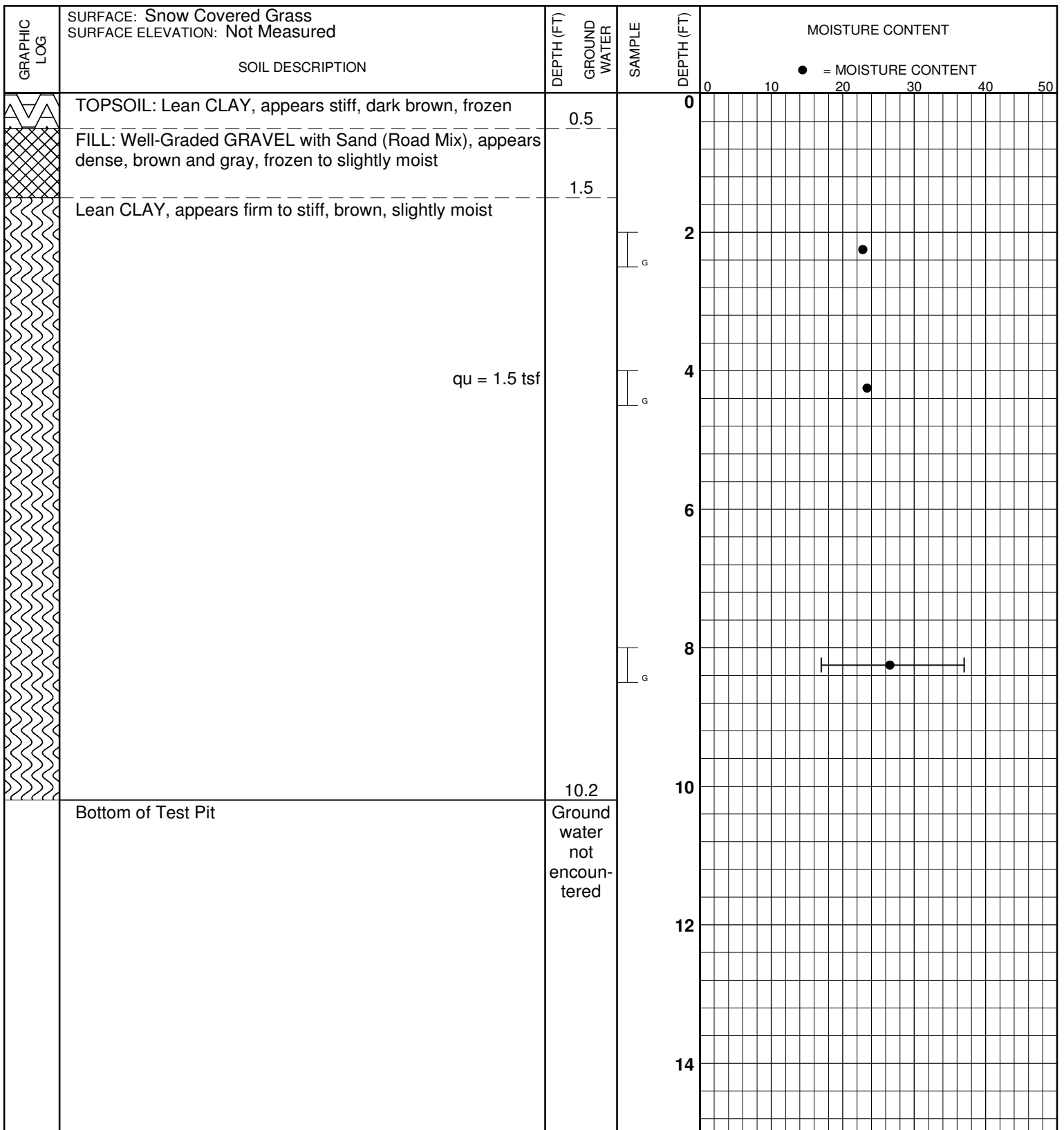
FIGURE 1
 DWG



VICINITY MAP

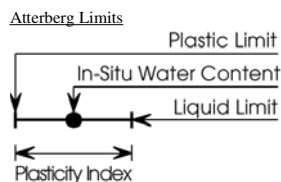


⊗ APPROXIMATE TEST PIT LOCATION BASED ON RELATIVE PROXIMITY TO EXISTING SURFACE FEATURES



LEGEND

- Field Moisture content
- ▼ Groundwater Level
- ┆ Grab/composite sample



GNP = Granular and Nonplastic

Note: The stratification lines represent approximate boundaries between soil types. Actual boundaries may be gradual or transitional.

LOG OF TEST PIT TP-1
Huffman Building Addition
Bozeman, Montana

Logged by: Ahren Hastings, PE

Excavated by: Earth Surgeons
CAT 305CR Mini-Excavator

February 16, 2018

B18-006



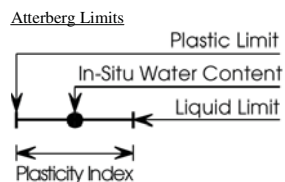
THOMAS, DEAN & HOSKINS, INC.
ENGINEERING CONSULTANTS
GREAT FALLS - BOZEMAN - HAINESVILLE - HELENA
MONTANA WASHINGTON IDAHO

Figure No. 2
Sheet 1 of 1

| GRAPHIC LOG | SURFACE: Snow Covered Grass SURFACE ELEVATION: Not Measured SOIL DESCRIPTION | DEPTH (FT) | GROUND WATER | SAMPLE | DEPTH (FT) | MOISTURE CONTENT | |
|-------------|--|------------|------------------------------|--------|------------|------------------|----------------------|
| | | | | | | 0 | 10 20 30 40 50 |
| | TOPSOIL: Lean CLAY, appears stiff, dark brown, frozen | 1.1 | | | 0 | | ● = MOISTURE CONTENT |
| | Lean CLAY, appears firm to stiff, brown, slightly moist | | | | 2 | | |
| | - See Figures 6 through 8 for consolidation-swell and unit weight data - See Figure 9 for standard proctor result qu = 1.5 tsf | 10.1 | | | 4 | | |
| | | | | | 8 | | |
| | Bottom of Test Pit | | Ground water not encountered | | 10 | | |
| | | | | | 12 | | |
| | | | | | 14 | | |

LEGEND

- Field Moisture content
- ▼ Groundwater Level
- ⊥ Grab/composite sample



GNP = Granular and Nonplastic

Note: The stratification lines represent approximate boundaries between soil types. Actual boundaries may be gradual or transitional.

LOG OF TEST PIT TP-2

Huffman Building Addition
Bozeman, Montana

Logged by: Ahren Hastings, PE

Excavated by: Earth Surgeons
CAT 305CR Mini-Excavator

February 16, 2018

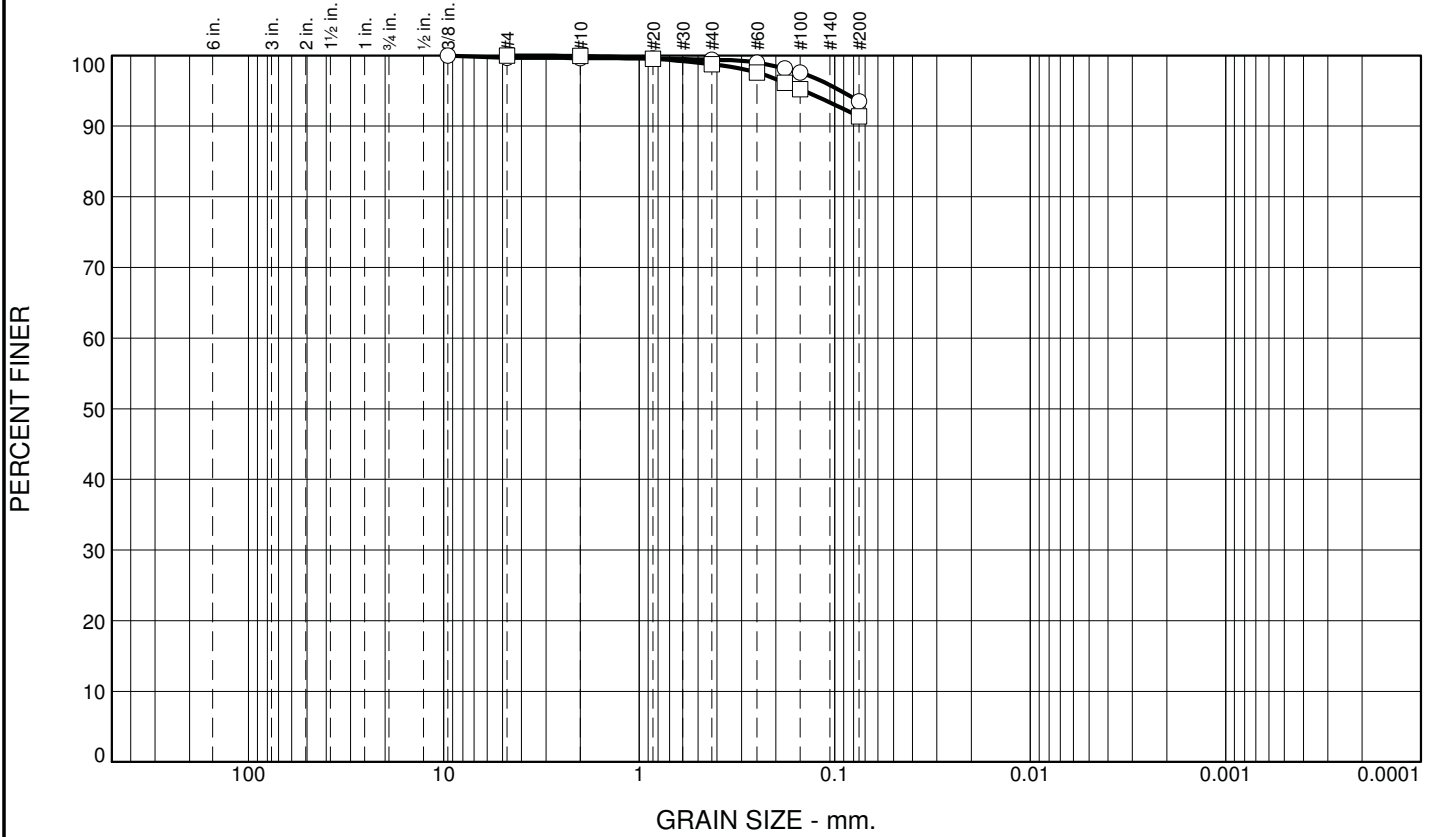
B18-006



THOMAS, DEAN & HOSKINS, INC.
ENGINEERING CONSULTANTS
GREAT FALLS - BOZEMAN - HELENA - MONTANA
SPokane - LEWISTON

Figure No. 3
Sheet 1 of 1

Particle Size Distribution Report



| | +3" | % GRAVEL | % SAND | % SILT | % CLAY | USCS | LL | PL | PI |
|---|-----|----------|--------|--------|--------|------|----|----|----|
| ○ | 0.0 | 0.3 | 6.2 | 93.5 | | CL | | | |
| □ | 0.0 | 0.0 | 8.6 | 91.4 | | CL | | | |

| SIEVE inches size | PERCENT FINER | |
|-------------------------|---------------|---|
| | ○ | □ |
| 3/8" | 100.0 | |
| GRAIN SIZE | | |
| D ₆₀ | | |
| D ₃₀ | | |
| D ₁₀ | | |
| COEFFICIENTS | | |
| C _c | | |
| C _u | | |

| SIEVE number size | PERCENT FINER | |
|-------------------------|---------------|-------|
| | ○ | □ |
| #4 | 99.7 | 100.0 |
| #10 | 99.6 | 99.9 |
| #20 | 99.6 | 99.5 |
| #40 | 99.4 | 98.7 |
| #60 | 99.0 | 97.6 |
| #80 | 98.2 | 96.2 |
| #100 | 97.6 | 95.2 |
| #200 | 93.5 | 91.4 |

Material Description
 ○ Lean CLAY
 □ Lean CLAY

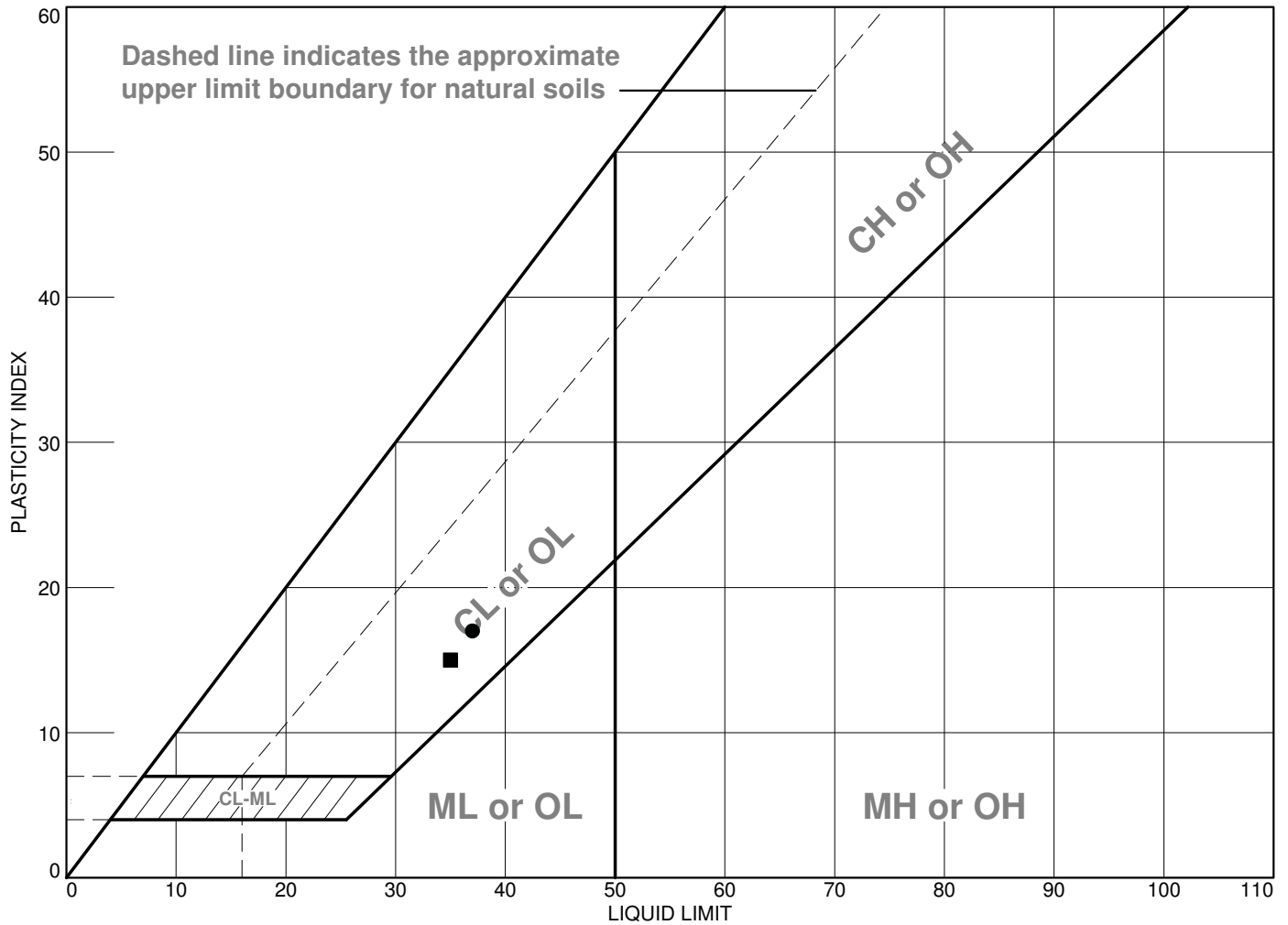
REMARKS:
 ○ Report No. A-17119-206
 Date: 2-22-2018
 □ Report No. A-17114-206
 Date: 2-22-2018

○ Location: TP-2 Depth: 8.0 ft Sample Number: A-17119
 □ Location: TP-1 Depth: 2.0 ft Sample Number: A-17114

| | | | |
|---|--|--|----------|
|  | Thomas, Dean & Hoskins, Inc. Engineering Consultants | Client: Intrinsic Architecture Project: Huffman Building Addition Bozeman, Montana Project No.: B18-006 | Figure 4 |
|---|--|--|----------|

Tested By: WJC Checked By: _____

LIQUID AND PLASTIC LIMITS TEST REPORT



| | MATERIAL DESCRIPTION | LL | PL | PI | %<#40 | %<#200 | USCS |
|---|----------------------|----|----|----|-------|--------|------|
| ● | Lean CLAY | 37 | 20 | 17 | | | CL |
| ■ | Lean CLAY | 35 | 20 | 15 | | | CL |
| | | | | | | | |
| | | | | | | | |

Project No. B18-006 **Client:** Intrinsik Architecture
Project: Huffman Building Addition
 Bozeman, Montana
 ● **Location:** TP-1 **Depth:** 8.0 ft **Sample Number:** A-17116
 ■ **Location:** TP-2 **Depth:** 4.0 ft **Sample Number:** A-17118

Remarks:
 ● Report No. A-17116-207
 Date: 2-26-2018
 ■ Report No. A-17118-207
 Date: 2-26-2018

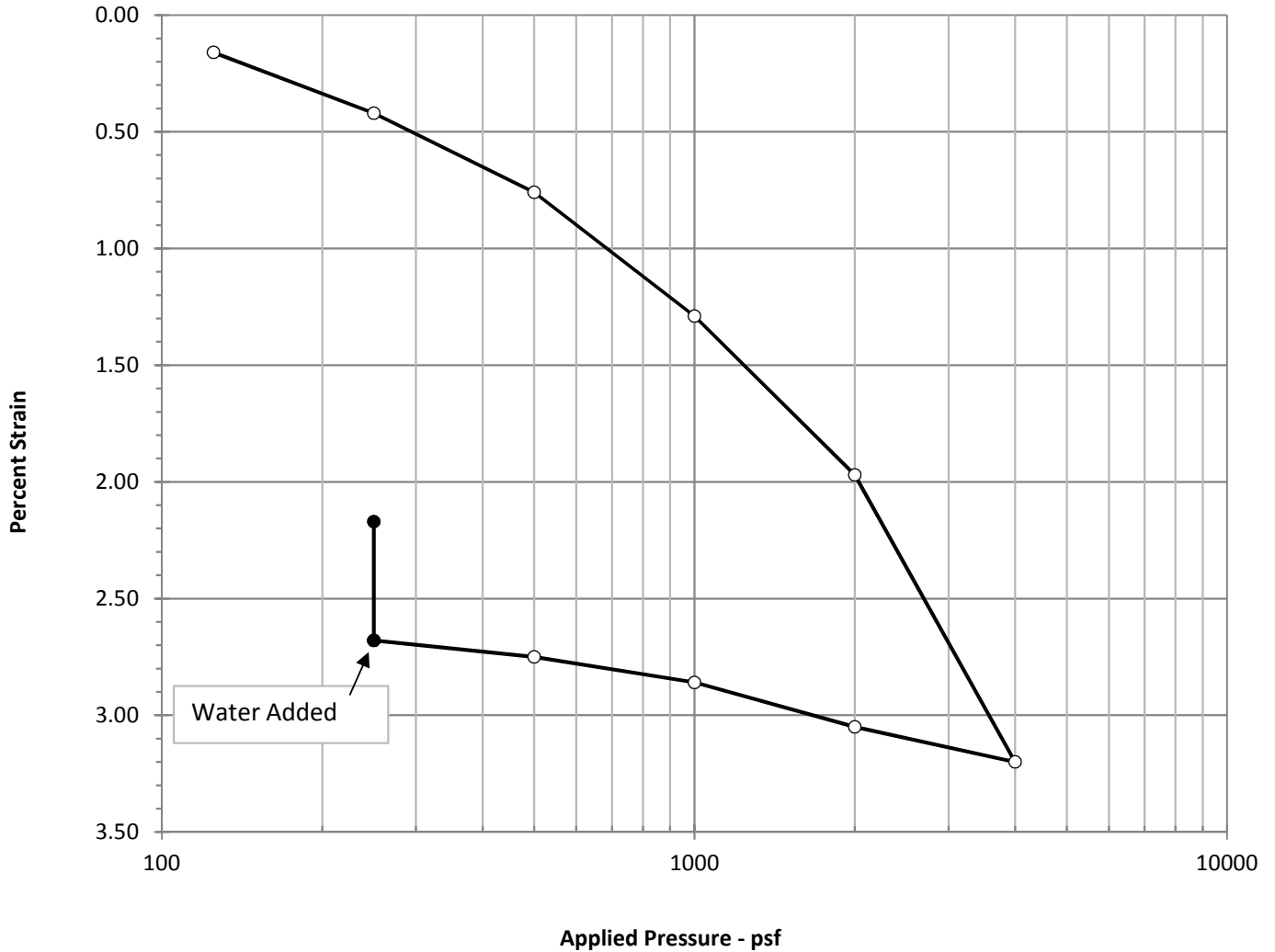


Thomas, Dean & Hoskins, Inc.
 Engineering Consultants

Figure 5

Tested By: MS JS **Checked By:** _____

CONSOLIDATION TEST REPORT



| Natural | | Dry Density (pcf) | LL | PI | Sp. Gr. | Overburden (psf) | Pc (psf) | Cc | Cs | Swell Pressure (psf) | Swell (%) | e _o |
|---------|-------|----------------------|----|----|------------|---------------------|-------------|------|------|-------------------------|--------------|----------------|
| Sat. | Moist | | | | | | | | | | | |
| 80.8 | 25.0 | 91.5 | 35 | 15 | 2.7 | 510 | ~ 500 | 0.06 | 0.01 | 250 | 0.51 | 0.836 |

| | | |
|-----------------------------|-------------|---------------|
| MATERIAL DESCRIPTION | USCS | AASHTO |
| Lean CLAY | CL | ----- |

| | | |
|--|---|---|
| Project No. B18-006 Project: Huffman Building Addition Bozeman, Montana Location: TP-2 | Client: Intrinsik Architecture Sample Depth (ft): 4.0 - 5.0 ft | Remarks: Report No. A-17120-219 |
|--|---|---|



Thomas, Dean & Hoskins, Inc.
Engineering Consultants

Figure 6

Technician : _____ CRN _____

Reviewed By: _____

CONSTANT VOLUME SWELL TEST REPORT



| Natural Sat. | Moist | Dry Density (pcf) | LL | PI | Sp. Gr. | Overburden (psf) | Pc (psf) | C _c | C _s | Swell Pressure (psf) | Swell (%) | e _o |
|--------------|-------|-------------------|----|----|---------|------------------|----------|----------------|----------------|----------------------|-----------|----------------|
| 79.9 | 23.8 | 93.2 | 35 | 15 | 2.7 | 510 | N/A | N/A | N/A | < 200 | N/A | 0.803 |

| MATERIAL DESCRIPTION | USCS | AASHTO |
|----------------------|------|--------|
| Lean CLAY | CL | ----- |

| | | |
|--|--|---|
| Project No. B18-006 Project: Huffman Building Addition Bozeman, Montana Location: TP-2 | Client: Intrinsik Architecture Sample Depth (ft): 4.0 - 5.0 | Remarks: Report No. A-17120-216 |
|--|--|---|



Thomas, Dean & Hoskins, Inc.
Engineering Consultants

Figure 7

Technician: CRN

Reviewed By: _____



Report of Soil Unit Weight (SOP- 213)

Thomas, Dean, & Hoskins
 1800 River Drive North
 Great Falls, Montana 59401

Client: Intrinsic Architecture
Address: 111 North Tracy Avenue
 Bozeman, MT 59715
Attn: Mr. Peter Andrews, AIA

Report Number: A-17120-213
Report Date: 2/26/2018
Project: Huffman Building Addition
Project Number: B18-006-001
Test Method: ASTM D7263
Technician: CRN
Test Date: 2/22/2018
Sample Interval: 4.0 - 5.0 ft

| Sample # | Location | Sample Diameter (in.) | Sample Height (in.) | Volume (ft³) | Wet Sample Weight (g) | Moisture Container Weight | Wet Soil & Container (g) | Dry Soil & Container (g) | % Moisture | Wet Density, lbs/ft³ | Dry Density, lbs/ft³ |
|----------|---------------------|-----------------------|---------------------|--------------|-----------------------|---------------------------|--------------------------|--------------------------|------------|----------------------|----------------------|
| A-17120 | TP-2 (4.0 - 5.0 ft) | 2.850 | 11.125 | 0.041 | 2006.2 | 29.8 | 703.1 | 576.0 | 23.3 | 107.7 | 87.4 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Figure: 8

Deviations From Test Methods: _____

 Remarks: _____

Craig Nadeau, P.E.
 Asst. Laboratory Manager

USGS Design Maps Summary Report

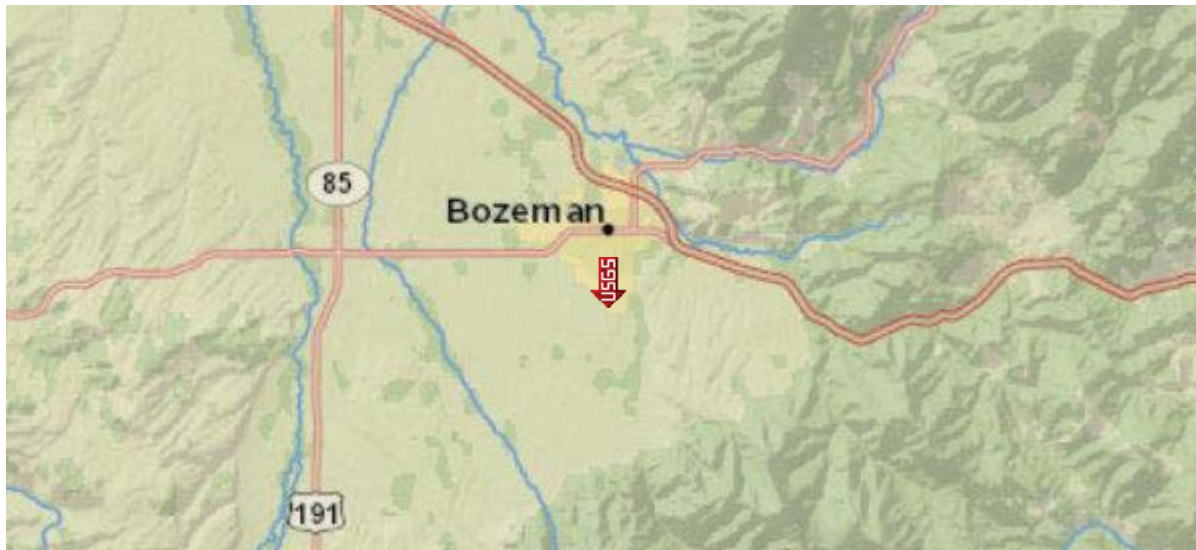
User-Specified Input

Building Code Reference Document 2012/2015 International Building Code
 (which utilizes USGS hazard data available in 2008)

Site Coordinates 45.66074°N, 111.04593°W

Site Soil Classification Site Class C – “Very Dense Soil and Soft Rock”

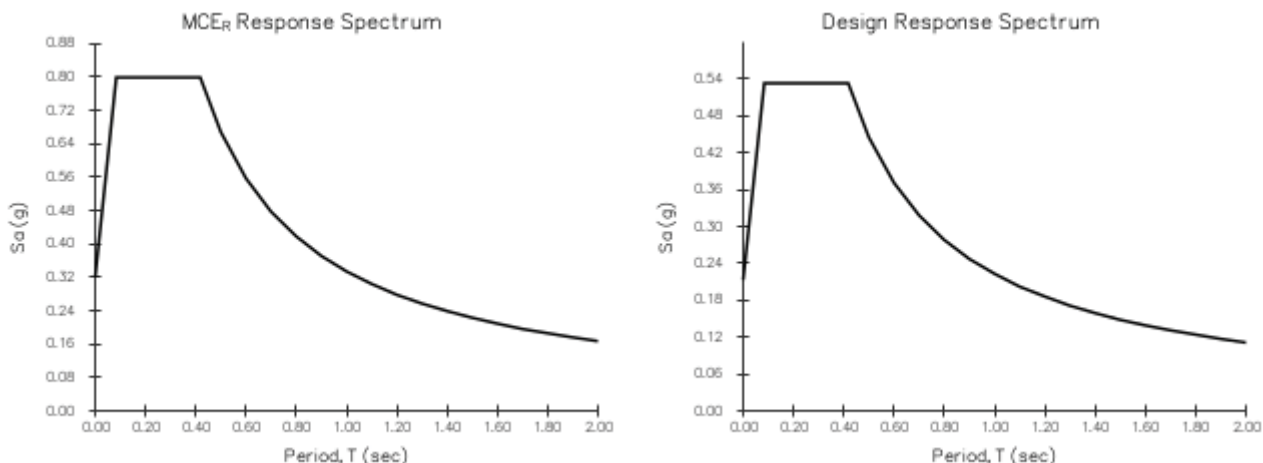
Risk Category I/II/III



USGS-Provided Output

| | | |
|-------------------------|----------------------------|----------------------------|
| $S_S = 0.718 \text{ g}$ | $S_{MS} = 0.799 \text{ g}$ | $S_{DS} = 0.533 \text{ g}$ |
| $S_1 = 0.210 \text{ g}$ | $S_{M1} = 0.334 \text{ g}$ | $S_{D1} = 0.223 \text{ g}$ |

For information on how the S_S and S_1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the “2009 NEHRP” building code reference document.



Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

STANDARD PENETRATION TEST (ASTM D1586)

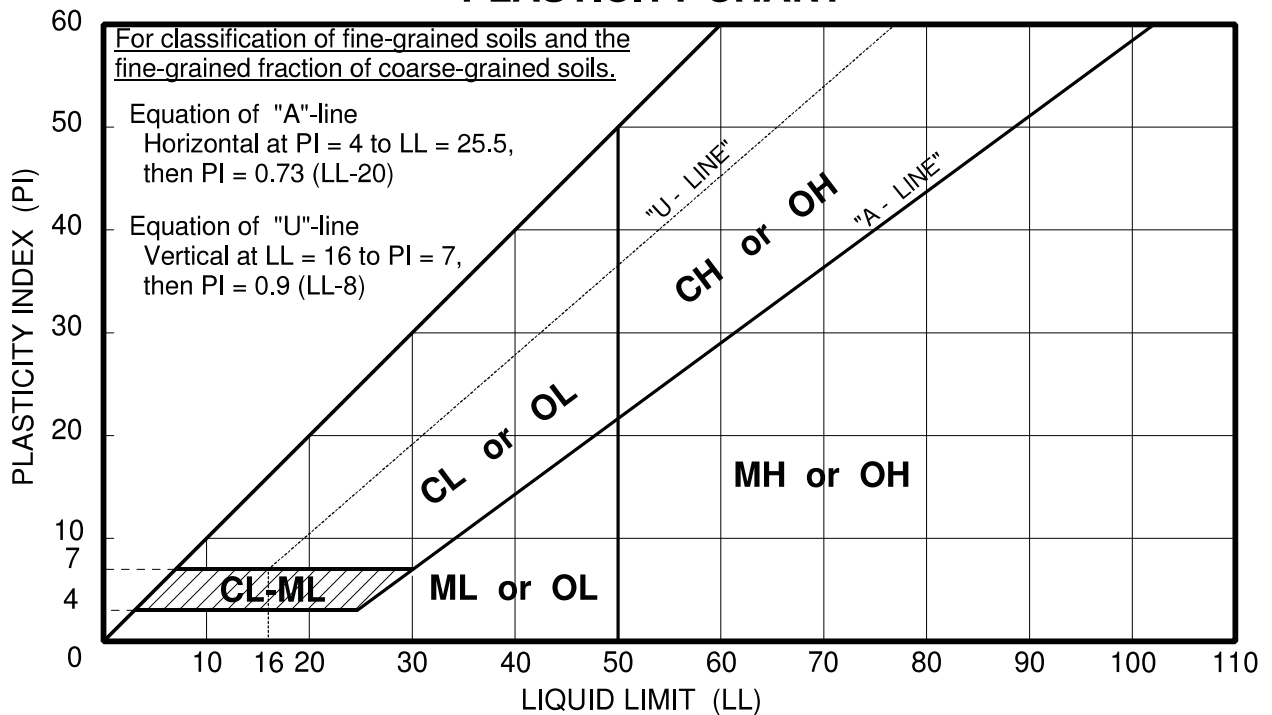
| RELATIVE DENSITY* | | RELATIVE CONSISTENCY* | |
|---|--|--------------------------------|--|
| Granular, Noncohesive (Gravels, Sands, & Silts) | Standard Penetration Test (blows/foot) | Fine-Grained, Cohesive (Clays) | Standard Penetration Test (blows/foot) |
| Very Loose | 0-4 | Very Soft | 0-2 |
| Loose | 5-10 | Soft | 3-4 |
| Medium Dense | 11-30 | Firm | 5-8 |
| Dense | 31-50 | Stiff | 9-15 |
| Very Dense | +50 | Very Stiff | 15-30 |
| | | Hard | +30 |

* Based on Sampler-Hammer Ratio of 8.929 E-06 ft/lbf and 4.185 E-05 ft²/lbf for granular and cohesive soils, respectively (Terzaghi)

PARTICLE SIZE RANGE

| Sieve Openings (Inches) | | | | Standard Sieve Sizes | | | | |
|-------------------------|----------------|----------------|------|----------------------|--------|-------|-------------------------------------|---------|
| 12" | | 3" | 3/4" | No.4 | No.10 | No.40 | No.200 | <No.200 |
| BOULDERS | COBBLES | GRAVELS | | SANDS | | | SILTS & CLAYS | |
| | | Coarse | Fine | Coarse | Medium | Fine | (Distinguished By Atterberg Limits) | |

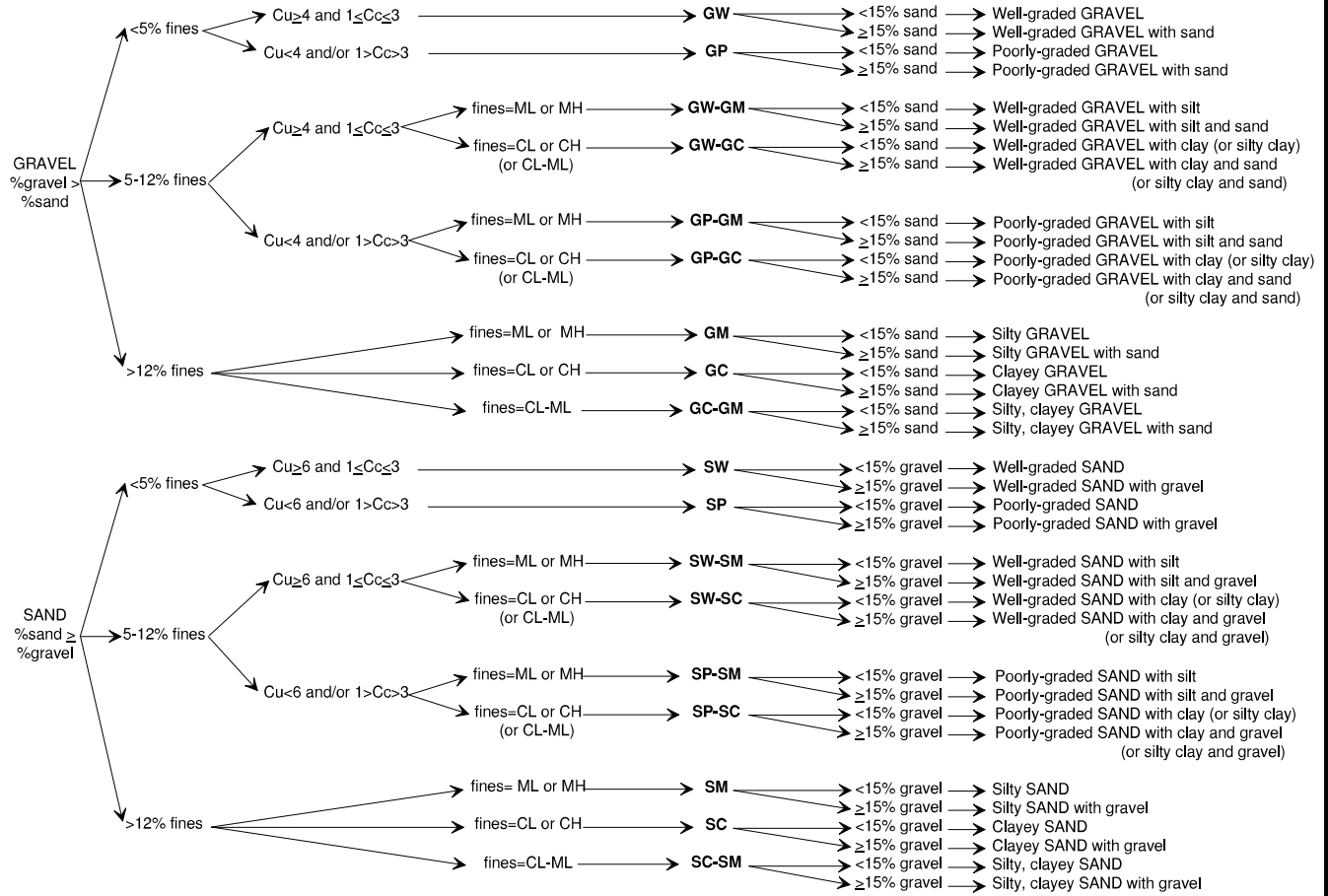
PLASTICITY CHART



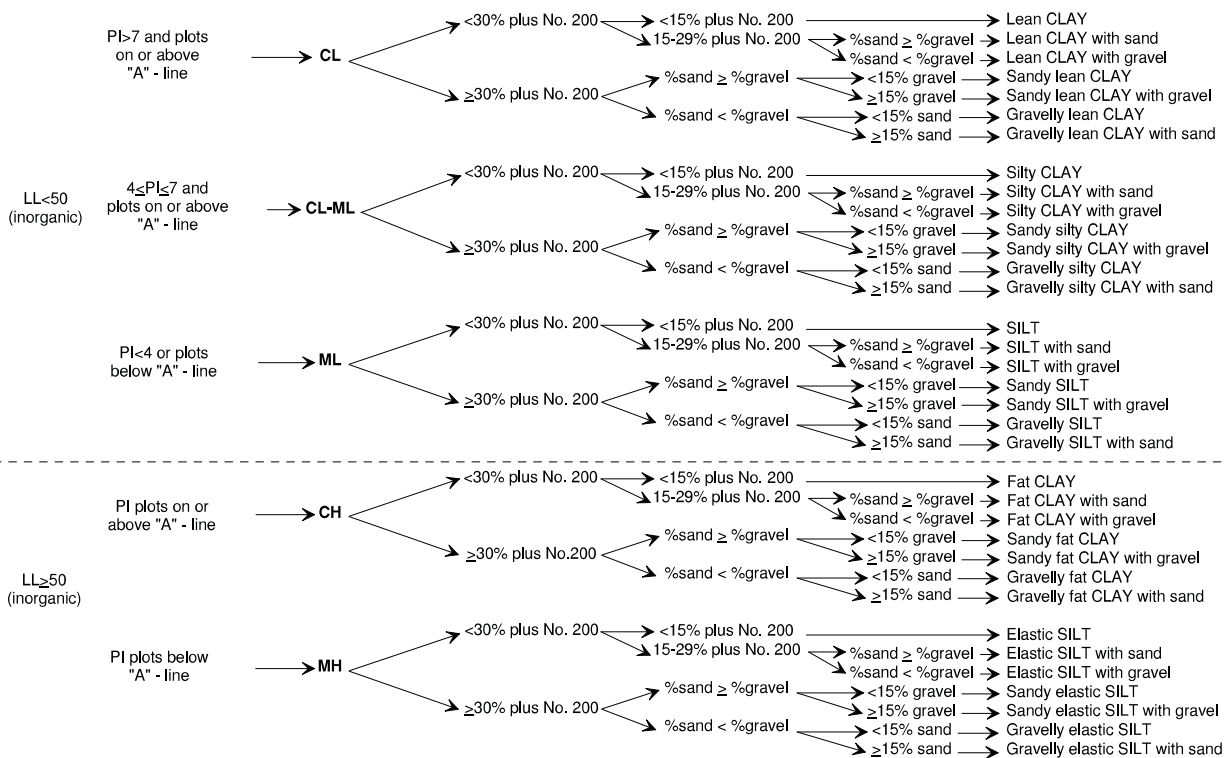
GW - Well-graded GRAVEL
GP - Poorly-graded GRAVEL
GM - Silty GRAVEL
GC - Clayey GRAVEL

SW - Well-graded SAND
SP - Poorly-graded SAND
SM - Silty SAND
SC - Clayey SAND

CL - Lean CLAY
ML - SILT
OL - Organic SILT/CLAY
CH - Fat CLAY
MH - Elastic SILT
OH - Organic SILT/CLAY



Flow Chart For Classifying Coarse-Grained Soils (More Than 50 % Retained On The No. 200 Sieve)



Flow Chart For Classifying Fine-Grained Soils (50 % Or More Passes The No. 200 Sieve)

**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. A single level, 833 Square Feet Addition to existing Huffman Building including relocation of existing utilities, new concrete, steel and brick building.
- C. Site Information
 - 1. Scope of work includes, but is not necessarily limited to, the building addition and a new sidewalk connection to a new exterior door.
- 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 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 Huffman Building from the date of receipt of the contract and receipt of key—see MSU Key Request Form.
- 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 7th Avenue only. 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 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 Section 011000 Project Summary and Bid Proposal

Alternate No. 1: Deduct Center Storage Casework - (28) 4' wide x 7'-6" tall x 18" deep custom storage cases.

Alternate No. 2: Deduct Paint exposed metal roof deck (ceiling) and roof trusses.

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 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 A.RELATED DOCUMENTS

- A. General provisions of Contract, including General and Supplemental Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Operation manuals for systems, subsystems, and equipment.
3. Product maintenance manuals.
4. Systems and equipment maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

- B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
2. Two paper copies and one electronic pdf. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will deliver two copies to the Owner. **For Final manuals MSU will supply specific binders. Contact CPDC at 406/994-5413.**

- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- C. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 9. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: **MSU will supply specific binders. Contact CPDC at 406/994-5413.** These binders are sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and oversize sheets will need to be folded to 8x11.5.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Precautions against improper use.
 9. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.

7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
- E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

PART 4 - MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. General: Incorporate as part of the O & M Manuals. Material and finishes to the Architect/Engineer for approval and distribution. Provide one section for architectural products, including applied materials and finishes, and a second section for products designed for moisture protection and products exposed to the water.
 - 1. Refer to individual specification sections for additional requirements on the care and maintenance of materials and finishes
- B. Architectural Products, Applied Materials and Finishes: Provide complete manufacturers data and instructions on the care and maintenance of architectural products, including applied materials and finishes.
- C. Manufacturers Data: Provide complete information on architectural products, including but not limited to the following items, as applicable:
 - 1. Manufacturer's catalog number
 - 2. Size
 - 3. Material composition
 - 4. Color texture reordering information for specially manufactured products
 - 5. Manufacturer and supplier/installers contact information
 - 6. Warranty terms
- D. Care and Maintenance Instruction: Provide complete information on the care and maintenance of architectural products, including the manufacturer's recommendations for the types of cleaning agents to be used and the methods of cleaning. In addition, provide information regarding cleaning agents and methods which could prove detrimental to the product. Include the manufacturer's recommended schedule for cleaning and maintenance.

- E. Manufacturer's Data: Provide complete manufacturer's data giving detailed information including, but not limited to the following, as applicable:
 - 1. Applicable standards
 - 2. Chemical composition
 - 3. Installation details
 - 4. Inspection procedures
 - 5. Maintenance information
 - 6. Repair procedures

- F. Schedule: Provide complete information in the materials and finishes manual on products specified in the following sections:
(To be determined with Owner)

- G. Color Schedule: Provide complete information on MSU CPDC provided electronic spreadsheet form, to include manufacturer's name and number, location, item and surface of all painted, stained or treated material, surface or piece of equipment.

END OF SECTION 017823

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

**SECTION 017900
DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 SUMMARY

1. System Demonstration:

- a. **General:**
 - i. The system demonstration is a functional test of systems to determine whether they are substantially complete and operating as specified. Systems are to be tested and confirmed to be operating properly by the contractor prior to the Demonstration.
 - ii. Where initial Demonstration Session uncovers substantial deficiencies that require more than one Demonstration Session, Contractor shall reimburse Owner for personnel costs associated with performing subsequent Sessions.
- b. **Systems to be Tested:**
 - i. All systems installed and/or provided under the project to have functional testing.
- c. **Attendance:**
 - i. The system demonstration is to be provided by trained representatives that are familiar with the systems, and can operate systems as required to test and verify proper function. The Engineer and Owner's representatives will be present to document performance and/or deficiencies. The General Contractor or others may attend if desired.
 - ii. Individual testing sessions (modules) shall be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. MSU trades groups and systems typically involved in testing are:
 - (1) Electricians
 - (2) Heating Plant (Hydronic and steam heating systems, controls)
 - (3) Plumbers (Plumbing, gas-fired heating, process piping systems)
 - (4) Refrigeration (Refrigeration, chilled water, packaged cooling systems)
- d. **Schedule:**
 - i. Contractor to coordinate time requirements and dates with Owner and Engineer. Begin scheduling with sufficient time prior to desired Substantial Completion date to allow all parties to work into schedule, and for deficiencies to be completed prior to desired Substantial Completion date. Demonstration is to be provided prior to, and separate from, training.

2. Training:

- a. **General:**
 - i. The system training is intended to familiarize the Owner's operating and maintenance staff with all systems requiring maintenance. Training is to be provided after the systems are in place and operational, after issues noted during the Demonstration have been resolved, and before final acceptance.
- b. **Systems Requiring Training:**
 - i. All systems installed and/or provided under the project are to have training.
- c. **Attendance:**
 - i. Training is to be provided by trained representatives that are familiar with the system's operation and maintenance requirements. Individual training sessions (modules) shall be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. MSU trades groups and systems typically requiring training are:
 - (1) Electricians

- (2) Heating Plant (Hydronic and steam heating systems, controls)
 - (3) Plumbers (Plumbing, gas-fired heating, process piping systems)
 - (4) Refrigeration (Refrigeration, chilled water, packaged cooling systems)
- d. Schedule:
- i. Duplicate training sessions are to be provided for each training module, so that Owner's operating personnel can be split into two groups during training. Duplicate training sessions to be scheduled during different weeks. Length of training sessions will be determined by scope of training, and as coordinated with Owner after draft copy of training documents have been reviewed.
- 2.1 PRODUCTS
- 1. Not applicable
- 3.1 EXECUTION
- 1. Demonstration:
 - a. Demonstration Program:
 - i. Engineer to develop a demonstration program to verify the proper operation of all required systems. Submit program to Owner and Contractor at least two weeks prior to Demonstration.
 - ii. Engineer to work with Contractor to generate methods to be used to verify sequences and modes of operation that cannot be verified directly.
 - iii. Engineer to provide at least one copy of all submittals, contract drawings, specifications, and changes related to systems to be demonstrated. Documents to be made available during Demonstration.
 - iv. Contractor to provide at least one copy of Operating and Maintenance Manuals to be used during demonstration, including specified sequences of operation for field-constructed systems, and operating sequences for all manufactured equipment.
 - b. Demonstration Session:
 - i. Verify that all systems are functional and ready to operate in all modes prior to demonstration.
 - ii. Assemble all program materials required for demonstration.
 - iii. Contractor to provide all equipment necessary for access to, and operation of, systems including tools, ladder, lighting, and diagnostic equipment.
 - iv. Verify operation of individual components within systems.
 - v. Verify controls of related components are coordinated.
 - vi. Verify all operating sequences, operating modes, and safety controls.
 - vii. Record all pressures, temperatures, and other relevant data available from installed devices.
 - viii. Where digital control systems are available, set-up trend reports of relevant parameters which will confirm proper operation of systems installed, modified, or affected by changes made during this project. Provide copies of reports to Engineer and Owner for review. Review, analyze, and discuss results, and provide follow-up reports as required to confirm proper operation.
 - 2. Training:
 - a. Training Documentation:
 - i. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
 - ii. Provide a copy of the following items for each person that will be attending the

training sessions. Coordinate required number with the Owner.

- (1) Training agenda.
- (2) Summary of new systems and existing systems affected by this project.
- (3) Summary of work performed under this project.
- (4) Control system drawings and sequences of operation.
- (5) List of important maintenance and trouble-shooting operations for all systems.

iii. Provide minimum of 2 copies of following items:

- (1) Contract documents including all drawings, specifications, addendums, and change orders.

b. Training Sessions:

- i. Assemble at location to be determined by the Owner.
- ii. Distribute training documentation as indicated above.
- iii. Provide classroom style training if required for orientation, discussion of new systems and existing systems affected by this project, and other issues appropriate for a classroom format.
- iv. Visit site and review locations, and perform detailed review of operation and maintenance requirements for current systems.

END OF SECTION 179000

SECTION 024119
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.5 PRE-INSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.

1.6 CLOSEOUT SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. Text books and other loose classroom resources.
 - b. Loose shelving units and storage cabinets.
 - c. Loose furniture (tables and chairs).
 - d. Loose equipment.

- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is included in the Contract Documents. Examine report to become aware of locations where hazardous materials are present. Do not proceed with selective demolition until all hazardous materials have been removed. Do not proceed with selective demo until all hazardous materials have been removed.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials
 - i. except under procedures specified elsewhere in the Contract Documents.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities and the protection facilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit and email a written report to Architect and MSU Project Manager.

3.2 UTILITY SERVICES AND MECHANICAL/ ELECTRICAL SYSTEMS

A. Existing Services/ Systems to Remain: Maintain services/ systems indicated to remain and protect them against damage.

B. Comply with requirements for existing services/ systems interruptions specified in Section 011000 "Summary."

C. Existing Services/ Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/ electrical systems serving areas to be selectively demolished.

1. If services/ systems are required to be removed, relocated, or abandoned, provide temporary

services/ systems that bypass area of selective demolition and that maintain continuity of services/ systems to other parts of building.

2. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
3. Piping to be removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
4. Piping to be abandoned in place: Drain piping and cap or plug piping with same or compatible piping material.
5. Equipment to be removed: Disconnect and cap services and remove equipment.
6. Equipment to be removed and reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
7. Equipment to be removed and salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
8. Ducts to be removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
9. Ducts to be abandoned in place: Cap or plug ducts with same or compatible ductwork material.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls".

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

B. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

C. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

D. Do not use cutting torches for selective demolition operations.

E. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

F. Dispose of demolished items and materials promptly.

G. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on campus as directed by Owner.
5. Protect items from damage during transport and storage.

H. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- I. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal".
- B. Burning: Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 03 20 00 - CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Reinforcing steel bars, and welded steel wire fabric or fabricated steel bar or rod mats for cast-in-place concrete, complete with tie wire.
 - 2. Support chairs, bolsters, bars supports, spacers, and other accessories for reinforcing.
- B. Related Sections:
 - 1. Section 03 30 00: Cast-in-Place Concrete.

1.2 REFERENCES

- A. ACI 301 - American Concrete Institute - Specification for Structural Concrete for Buildings.
- B. ACI 315 - American Concrete Institute - Details and Detailing of Concrete Reinforcement.
- C. ACI 318 - Building Code Requirements for Reinforced Concrete.
- D. CRSI 63 - Recommended Practice for Placing Reinforcing Bars.
- E. CRSI 65 - Recommended Practice for Placing Bar Supports, Specifications and Nomenclature.
- F. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

1.3 ACTION SUBMITTALS

- A. Submit shop drawings including appropriate plans and details, Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules and supporting and spacing devices.

1.4 QUALITY ASSURANCE

- A. Perform concrete reinforcing work in accordance with CRSI 63 and 65 and ACI 301, 315 and 318, unless specified otherwise in this Section.

PART 2 - PRODUCTS

2.1 REINFORCING

- A. Reinforcing Steel: 60 ksi yield grade; deformed type as indicated on drawings.
 - 1. Bars: Billet steel, ASTM 615; as indicated.
 - 2. Finish: Plain unless indicated galvanized on drawings or so specified.

- B. Welded Steel Wire Fabric: Plain type conforming to ASTM A185 as required as indicated on drawings. Finish shall be plain unless indicated galvanized on drawings.

2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16-gage annealed type, or patented system accepted by Architect.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcing during construction conditions.
- C. Special Chairs, Bolsters, Bar supports, Spacers: Stainless steel, sized and shaped as required. Use plastic-coated units where so directed.

2.3 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 315.
- B. Locate reinforcing splices, not indicated on drawings, at points of minimum stress. Location of splices shall be reviewed by Architect.

PART 3 - EXECUTION

3.1 PLACEMENT

- A. Place reinforcing supported and secured against displacement. Do not deviate from true alignment.
- B. Before placing concrete, ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings, which would reduce bond to concrete.

END OF SECTION 03 20 00

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Cast-in-place concrete footings, and foundations.
 - 2. slabs on grade.
 - 3. Surface finish of floors.
- B. Related Work
 - 1. Section 03 20 00: Concrete Reinforcement.

1.2 ACTION SUBMITTALS

- A. Submit proposed mix design of each class of concrete to inspection and testing firm and Architect for review prior to commencement of work.
- B. Test Results:
 - 1. Tests of cement and aggregates may be performed to ensure conformance with requirements stated in contract drawings.

1.3 CLOSEOUT SUBMITTALS

- A. Specified warranty.

1.4 QUALITY ASSURANCE

- A. Perform cast-in-place concrete work in accordance with ACI 318, unless specified otherwise in this Section.
- B. Inspection and testing will be performed by owner's testing laboratory.
- C. Provide free access to work and cooperate with appointed firm.
- D. Survey: Contractor shall survey all finish elevations of slabs within 72 hours of concrete placement and before post-tensioning (where applicable) and/or removal of forms. Provide survey to Owner's Representative.

1.5 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 318 - Building Code Requirements for Reinforced Concrete
 - 2. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing concrete.
 - 3. ACI 301 - Specifications for Structural Concrete for Buildings.
 - 4. ACI 305 - Hot Weather Concreting.
 - 5. ACI 306 - Cold Weather Concreting.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: Portland, Type II; ASTM C150. Gray, except where noted, supplement with the following:
 - 1. Fly Ash: 25 percent maximum
 - 2. Combined Fly Ash and Pozzolan: 25 percent
 - 3. Ground Granulated Blast Furnace Slag: 50 percent
 - 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast Furnace Slag: 50 percent Pozzolan cement minimum with Fly Ash or Pozzolans not exceeding 25 percent
- B. Fine and Coarse Aggregates: ASTM C33 for normal weight concrete; ASTM C330 for lightweight concrete. Aggregate shall be from established sources with proven history of successful use in producing concrete with minimum shrinkage. The average drying shrinkage after 28 days shall not exceed 0.04 percent for hardrock concrete.
- C. Water: Clean, and free from injurious amounts of oil, alkali, organic matter, or other deleterious material.
- D. Source of aggregate shall remain constant for the duration of the work.

2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Water-Reducing Admixture: ASTM C494, Type A, and containing not more than 0.1 percent chloride ions.
- C. Water-Reducing, Retarding Admixture: ASTM C494, Type D, and containing not more than 0.1 percent chloride ions.
- D. Pozzolan: ASTM A618, containing not more than 0.1 percent chloride ions.
- E. Calcium Chloride: Not permitted.

2.3 ACCESSORIES

- A. Bonding Agent: "Anvil Bond" as manufactured by Master Builders or approved equal.
- B. Vapor Barrier: Conform to ASTM E1745, Class A; "Stego Wrap Vapor Barrier," "Moistop Ultra," or approved equal.
- C. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2400 psi in two days and 7000 psi in 28 days.

- D. Absorptive Mats: Cotton fabric or burlap-polyethylene, minimum 8oz./sq. yd; bonded to prevent separation during handling, placement and curing.
- E. Liquid Membrane-Forming curing Compound: Conforming to ASTM C309, Type I, and which will not discolor concrete or affect bonding or other finish applied thereover, and which restricts loss of water to not more than 0.500 grams per sq. cm. of surface when tested per ASTM C156.
- F. Waterstops and Other Integral Accessories: As provided and recommended by impermeability additive manufacturer to achieve a waterproof system.
- G. Provide Fly Ash or other reclaimed cementitious materials and indicated in Section 2.1.A in place of Type II Portland Cement at a rate of 15% for all concrete and 25% for all concrete in contact with earth.
- H. Slab-Leveling Compound. Provide leveling compound where required to meet floor flatness and levelness requirements. Acceptable products include Ardex SD-L, Burke 300 Durock or approved equal.

2.4 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Architect.
- B. Except as otherwise specified, submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Architect.
- C. Provide concrete of following strength:
 - 1. Compressive strength (28 day) shall be as shown on Structural Drawings.
 - 2. Select proportions for normal weight concrete in accordance with ACI 301, 3.8 by Method 1, 2 or 3 as applicable. Add air-entraining agent to concrete to entrain air as indicated in ACI 301 Table 3.4.1.
- D. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, water, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by architect before using in work.
- E. Admixtures:
 - 1. Use water-reducing admixture or high-range, water-reducing admixture (super plasticizer), may be used in concrete subject to approval by Architect.
 - 2. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 degrees F (10 degrees C).

3. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content of 4 percent to 6 percent.
- F. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement of 3 inches plus or minus 1 inch.

2.5 CONCRETE MIXES

- A. Ready-Mix Concrete: All concrete shall be ready-mix concrete unless otherwise approved by the Architect.

PART 3 - EXECUTION

3.1 PLACING CONCRETE

- A. Pre-placement Inspection: Before placing concrete, inspect and complete reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
- B. Place concrete in accordance with ACI 304, and as herein specified.
- C. Notify Structural Engineer minimum 48 hours prior to placing of concrete.
- D. Install vapor barrier under interior slabs-on-grade where noted on the drawings. Lap joints minimum 6 inches and seal with 3-inch-wide self-adhering type as provided or recommended by vapor retarder manufacturer and designed to maintain vapor retarder integrity. Do not disturb or damage vapor barrier while placing concrete reinforcing. If damage occurs, repair areas before placing concrete. Use vapor barrier material, lapped over damaged areas minimum 6 inches in both directions and seal.
- E. Ensure anchors, seats, plates, and other items to be cast into concrete are placed, held securely, and will not cause problems in placing concrete. Rectify misplacements and proceed with work.
- F. Maintain records of poured concrete items. Record date, location of pour, quantity, air temperature and test samples taken.
- G. Ensure reinforcement, embedded parts, formed expansion and contraction joints, and other inserts are not disturbed during concrete placement.
- H. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's recommendations.
- I. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction

joints as herein specified only with prior approval of the Architect. Deposit concrete as nearly as practicable to this final location to avoid aggregation.

- J. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
- K. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- L. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- M. Bring slab surfaces to correct level with straight-edge and strike off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
- N. Pour floor slabs in checkerboard or saw-cut pattern no farther than 35'-0" on center. Align with column lines. Saw cut control joints within 24 hours after finishing. Use 3/16 inch thick blade, cutting into 1/4 depth of slab thickness. Do not place saw-cut joint in mid-third of span.
- O. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solidly with non-shrink grout.
- P. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect immediately on discovery.
- Q. Conform to ACI 305 when concreting during hot weather.
- R. Conform to ACI 306 when concreting during cold weather.

3.2 MONOLITHIC SLAB FINISHES

- A. General: finish slab surfaces in accordance with one of the finishes noted below, as designated in the Contract Documents. Finish all joints and edges with proper tools as approved.
- B. Placement: Place concrete at rate that allows spreading, straight-edging, and darbying or bull floating before bleed water appears. Screed all slabs, topping fills to true levels and slopes. Work surfaces as required to produce specified finish. Do no finishing in areas where water has accumulated; drain and re-screed. In no case use a sprinkling of cement and sand to absorb moisture.

- C. Tolerances: Measure floor slabs for slabs-on-grade to verify compliance with the tolerance requirements of ASTM E 1155 and ACI 117. Measure floor finish tolerances within 72 hours after slab finishing.
1. Concrete slab flatness and levelness tolerances to meet ACI 117, Section 4.5.6.
 - a. Minimum requirements at slab-on-ground: Flatness overall min Ff = 20, local min Ff = 15. levelness overall min FI = 15, local min FI = 10.
 - b. Minimum requirements as suspended concrete garage slabs: Flatness overall min Ff= 20, local min = 15.
 - c. Minimum requirements at slabs on metal deck: Flatness overall min Ff = 30, local min = 24. At depressed slabs for future mud bed topping requirements to match garage slabs.
 - d. Minimum requirements at level 1 and build-up slabs: Flatness overall min Ff = 25, local min =17. At depressed slabs for future mud bed topping, requirements to match garage slabs.
- D. Scratch Finish:
1. Apply scratch finish to monolithic slab surfaces that are to receive mortar setting beds for tile, where mortar set tile is indicated on drawings.
 2. After placing slabs, plane surface to a tolerance not exceeding $\frac{1}{4}$ " in 10' when tested with a 10'straightedge. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with staff brushes, brooms, or rakes.
- E. Float Finish:
1. Apply float finish to monolithic slab surfaces scheduled to receive trowel finish and other finishes as hereinafter specified.
 2. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand floating. If area is small or inaccessible to power units. Check and level surface plane to a tolerance not exceeding $\frac{1}{4}$ " in 10' when tested with a 10' straightedge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, re-float surfaces to a uniform, smooth, granular texture.
- F. Trowel Finish:
1. Unless otherwise noted, apply trowel finish to monolithic slab surfaces to be left exposed-to-view, or scheduled to receive floor finishes other than setting bed types.
 2. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding $\frac{1}{4}$ " in 10' when tested with a 10-foot straightedge. Grind smooth surface defects, which would telegraph through applied floor covering system.
- G. Non-Slip Broom Finish:

1. Apply non-slip broom finish to exterior concrete platforms, steps and ramps, and elsewhere as indicated.
2. Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.3 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 1. Start curing procedures as soon as free water has disappeared from concrete surface after placing and finishing.
 2. Continue curing as directed by Architect and in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- B. Curing Methods: Perform curing of concrete by either moist curing, by moisture retaining cover curing, membrane curing, or by combinations thereof, as herein specified.
 1. Provide moisture curing by following methods:
 - a. Keep concrete surface continuously wet by covering with water.
 - b. Continuous water-fog spray.
 - c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4-inch lap over adjacent absorptive covers.
 2. Provide moisture-cover curing as follows: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed at widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Provide liquid membrane curing as follows:
 - a. Apply the specified membrane-forming curing compound to damp concrete surfaces as soon as possible after final finishing operations are complete, but not later than 2 hours. Apply uniformly in a continuous operation by power spray equipment or roller equipment in accordance with the manufacturer's directions. Recoat areas that are subjected to heavy rainfall within three hours after initial application. Maintain the continuity of the coating and repair damage to the coat during the entire curing period.
 - b. Verify compatibility of membrane curing compounds on surfaces that are to be covered with a coating material applied directly to the concrete or with a covering material bonded to the concrete, such as other concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the Architect.
 - c. Do not use curing compounds that will diminish bond of subsequent materials.

3.4 PATCHING

- A. Allow Architect/Structural Engineer to inspect concrete surfaces immediately upon removal of forms. Patch imperfections as directed.

3.5 FIELD QUALITY CONTROL

- A. Contractor's Testing Laboratory: As specified in Article 1.3.

3.6 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required lines, details, and elevations.
- B. Repair or replace concrete not properly placed resulting in excessive honeycombing and other defects. Patch, fill, touch up, repair, or replace exposed architectural concrete for each individual area in accordance with Architect's particular directions.

END OF SECTION 03 30 00

SECTION 03 0516
UNDERSLAB VAPOR BARRIER

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sheet vapor barrier under concrete slabs on grade.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Underslab Vapor Barrier:
 - 1. Water Vapor Permeance: Not more than 0.010 perms (0.6 ng/(s m² Pa)), maximum.
 - 2. Thickness: 15 mils (0.4 mm).
 - 3. Basis of Design:
 - a. Stego Industries LLC; Stego Wrap Vapor Barrier (15-mil): www.stegoindustries.com.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- B. Accessory Products: Vapor barrier manufacturer's recommended tape, adhesive, mastic, etc., for sealing seams and penetrations in vapor barrier.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install vapor barrier in accordance with manufacturer's instructions and ASTM E1643.
- B. Install vapor barrier under interior slabs on grade; lap sheet over footings and seal to foundation walls.
- C. Lap joints minimum 6 inches (150 mm).
- D. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions.
- E. No penetration of vapor barrier is allowed except for reinforcing steel and permanent utilities.
- F. Repair damaged vapor retarder before covering with other materials.

END OF SECTION

**SECTION 04 2001
MASONRY VENEER**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hollow Brick.
- B. Mortar and Grout.
- C. Reinforcement and Anchorage.
- D. Flashings.
- E. Installation of Lintels.
- F. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 05 4000 - Cold-Formed Metal Framing: Steel stud backup for masonry veneer.
- B. Section 07 9200 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.
- B. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale); 2017a.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum three years of documented experience.

1.07 MOCK-UP

- A. Mock-up may remain as part of the Work.

1.08 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.01 BRICK UNITS

- A. Manufacturers:
 - 1. Boral Bricks, Inc; _____: www.boralbricks.com.
 - 2. Endicott Clay Products Co; _____: www.endicott.com.
 - 3. General Shale Brick; _____: www.generalshale.com.
 - 4. Metro Brick; _____: www.metrothinbrick.com.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Hollow Facing and Building Brick: ASTM C652, Grade SW; Type HBS; Class H40V.
 - 1. Color and Texture: To Match Existing Building.
 - 2. Nominal Size: As indicated on drawings.

2.02 MORTAR AND GROUT MATERIALS

- A. Mortar and Grout: As specified in Section 04 0511.

2.03 REINFORCEMENT AND ANCHORAGE

2.04 FLASHINGS

2.05 ACCESSORIES

- A. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
 - 1. Manufacturers:
 - a. Blok-Lok Limited; _____: www.blok-lok.com.
 - b. Hohmann & Barnard, Inc; _____: www.h-b.com/sle.
 - c. WIRE-BOND; _____: www.wirebond.com.
 - d. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Brick Units:
 - 1. Bond: Running.

3.03 PLACING AND BONDING

- A. Lay hollow masonry units with face shell bedding on head and bed joints.

3.04 WEEPS/CAVITY VENTS

- A. Install weeps in veneer walls at 24 inches (600 mm) on center horizontally above through-wall flashing, above shelf angles and lintels, and at bottom of walls.

3.05 CAVITY MORTAR CONTROL

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.
- B. For cavity walls, build inner wythe ahead of outer wythe to accommodate accessories.

3.06 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

3.07 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.

3.08 LINTELS

3.09 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.

END OF SECTION

SECTION 05 30 00 - METAL DECKING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Metal decking and accessories complete, including all required flashings and cell closures, miscellaneous angle supports at columns and angle reinforcement at openings, and stud shear connectors.
- B. Related Sections:
 - 1. Section 03 30 00: Cast-in-Place Concrete.
 - 2. Section 05 12 00: Structural Steel.

1.2 SUBMITTALS

- A. Mill Test Certificates: Submit to Architect for approval.
- B. Welding Data: Written procedures shall be submitted for each type and size of weld used, and shall be accompanied by independent laboratory test reports substantiating strength requirements for welds.

1.3 QUALITY ASSURANCE

- A. Shipment Identification: Each shipment of metal decking shall be marked so as to positively identify each lot or heat for which mill tests have been performed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Metal Decking: Formed from sheet steel conforming to ASTM A653, Grade A, and having a minimum yield strength of 33,000 psi. In no case shall unit design stress exceed minimum yield strength of steel divided by 1.65. Maximum working stress shall not exceed 20,000 psi.
- B. Galvanizing: Sheets shall have received before being formed a hot-dipped, zinc protective coating meeting or exceeding requirements of ASTM A924, Grade 60. Zinc coating shall show no flaking at points of bending.
- C. Flashing and Closures: Galvanized sheet steel as specified for decking, 12-gage minimum, unless noted otherwise.
- D. Angle Supports for Decking at Columns and at Openings: In compliance with applicable requirements of Section 05 50 00 Metal Fabrications.

2.2 FABRICATION

- A. Decking shall have at least a 2-inch wide bearing surface at each rib to ensure sufficient bearing and welding area on structural steel. Units shall be of sufficient length to extend over 3 or more spans, wherever possible. Units shall have welded or inter-locking edges to permit proper fastening to ensure transference of both lateral and vertical loads. Units shall be so formed that there is a gap between top surfaces of adjacent ribs of at least 2 inches, to provide sufficient space for working of concrete into open portion of deck.

PART 3 - EXECUTION

3.1 GENERAL

- A. Coordinate deck placement with erector of structural steel; provide same with necessary information as to load carrying ability of deck so that overloading and damage to decking does not occur. Deck shall be capable of withstanding normal light construction loads and traffic without being structurally damaged. Heavy loads and concentrated wheel loads from concrete carts, welding equipment, etc., shall be distributed by planking or other means as required.

3.2 DESIGN REQUIREMENTS

- A. Metal decking units shall have simple span, non-composite working load capacity without shoring of concrete fill dead load plus 20 pounds per square foot and deflection shall not exceed $L/180$ or $3/4$ inch, whichever is smaller. If this deflection is exceeded, shore up decking at mid-span. In general, adhere to manufacturer's shoring requirements.
- B. Decking units shall have 150 psf simple span composite load capacity to accommodate minimum of 3 inch, 120 pcf 3,000 psi concrete above the top of the deck ribs, without deflection greater than $L/360$.
- C. The load of any hanger shall not exceed 75 pounds. The total load from all hangers or a single hanger with adequate spreader plate on a deck unit shall not exceed 250 pounds. Do not place such loads within the middle half of deck spans.
- D. Comply with physical properties indicated. See drawings for sectional profiles, minimum section modulus and moment of inertia, depths, and minimum gages required.

3.3 ERECTION

- A. Install decking as per governing codes, drawings, requirements, and manufacturer's specifications and recommendations.
- B. Decking units shall be placed on supporting steel framework and adjusted to final position before being permanently fastened. Each unit shall be brought to 2-inch minimum bearing on supporting beams.
- C. If supporting beams are not in proper alignment or at proper level within steel tolerances permitted under Section 05 12 00 - Structural Steel, the work shall be corrected before

final placing of decking units. Proceeding with final work implies acceptance of conditions.

- D. Decking units shall be fastened to supporting steel as shown on Structural Drawings. Where two units abut, each unit shall be fastened to steel framing. All closures and flashings shall be tack-welded in place not more than two feet on center and shall be such as to completely prevent entry of concrete into cells, or leakage of concrete through floor.
- E. An overlap of male and female side joint laps of at least 5/8 inch shall be provided, and side joints shall be fastened with an approved crimping tool at not more than 18 inch centers continuously and starting at end of unit. Should overlap be less than 5/8 inch, side lap shall be fastened by welds 3/4 inch long at 18 inches on centers, continuously and starting at end of unit.
- F. Opening reinforcement shall be as detailed on Drawings. Cutting of holes other than those detailed on drawings shall be done only as specifically approved by Architect. Holes not shown on Structural Drawings shall be cut and reinforced in accordance with metal decking details, but shall be located and paid for by the trade requiring openings. In general, reinforcing is not required for holes less than 5 inches in diameter. See Drawings for restrictions.
- G. Welding shall be done only by welders certified for welding in light gage metal, using materials and methods in strict accordance with recommendations of metal decking manufacturer.

3.4 CLEAN-UP

- A. After erection, remove metal cutting and construction debris from cells for entire length. Remove grease, oil and other foreign material. Leave deck and cells in proper condition for obtaining bond with concrete fill.
- B. Clean up base of all stud connectors as specified elsewhere herein.

END OF SECTION 05 30 00

SECTION 05 40 00 – COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Light gage metal framing.

1.2 SUBMITTALS

- A. Product Data: For each type of product and accessory indicated.
- B. Shop Drawings: Show layout, spacings, sizes, thicknesses, and types of cold-formed metal framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
- C. Welding certificates.
- D. Qualification data.
- E. Product test reports.
- F. Research/evaluation reports.

1.3 QUALITY ASSURANCE

- A. Product Tests: Mill certificates or data from a qualified independent testing agency indicating steel sheet complies with requirements.
- B. Welding: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code--Sheet Steel."

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating weight as follows:
 - 1. Grade:
 - a. For 33 and 43 mil material: ST33H
 - b. For 54, 68 and 97 mil material: ST50H.
 - 2. Coating: G60 per ASTM A 653.

2.2 LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
 - 1. Minimum Base-Metal Thickness: As indicated on the Drawings.
 - 2. Flange Width: 1-5/8 inches, unless indicated otherwise on the Drawings.

3. Section Properties: As published by Steel Stud Manufacturers Association (SSMA) in ICBO ER-4343P.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with straight flanges, and same minimum base-metal thickness as steel studs.
- C. Steel Box or Back-to-Back Headers: Manufacturer's standard C-shapes used to form header beams, of web depths indicated, punched, with stiffened flanges, and as follows:
 1. Minimum Base-Metal Thickness: As indicated on the Drawings.
 2. Flange Width: 1-5/8 inches, unless indicated otherwise on the Drawings.
 3. Section Properties: As published by Steel Stud Manufacturers Association (SSMA) in ICBO ER-4343P.

2.3 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members, unless otherwise indicated.
- B. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- C. Anchor Bolts: ASTM F 1554, Grade 36, threaded carbon-steel headless, hooked bolts and carbon-steel nuts; and flat, hardened-steel washers; zinc coated by mechanically deposition according to ASTM B 695, Class 50.
- D. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- E. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- F. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping steel drill screws.
 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.

2.4 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, ASTM A 780.
- B. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Shims: Load bearing, high-density multimonomer plastic, nonleaching.

- D. Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Install load bearing shims or grout between the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations to ensure a uniform bearing surface on supporting concrete or masonry construction.
- B. Install sealer gaskets to isolate the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations.

3.2 INSTALLATION, GENERAL

- A. Install cold-formed metal framing according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions" and to manufacturer's written instructions unless more stringent requirements are indicated.
- B. Install cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened.
- C. Install framing members in one-piece lengths.
- D. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- E. Do not bridge building expansion and control joints with cold-formed metal framing. Independently frame both sides of joints.
- F. Install insulation, specified in Division 07 Section "Thermal Insulation," in built-up exterior framing members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- G. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's standard punched openings.
- H. Erection Tolerances: Install cold-formed metal framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
- I. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.3 LOAD BEARING WALL INSTALLATION

- A. Install continuous top and bottom tracks sized to match studs. Align tracks accurately and securely anchor at corners and ends, and at spacings as follows:
 - 1. Anchor Spacing: To match stud spacing minimum, or as shown on the Drawings.
- B. Squarely seat studs against top and bottom tracks with gap not exceeding of 1/8 inch between the end of wall framing member and the web of track. Fasten both flanges of studs to top and bottom tracks. Space studs as follows:
 - 1. Stud Spacing: As shown on the Drawings.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar configurations.
- D. Align studs vertically where floor framing interrupts wall-framing continuity. Where studs cannot be aligned, continuously reinforce track to transfer loads.
- E. Align floor and roof framing over studs. Where framing cannot be aligned, continuously reinforce track to transfer loads.
- F. Anchor studs abutting structural columns or walls, including masonry walls, to supporting structure as indicated.
- G. Install headers over wall openings wider than stud spacing. Locate headers above openings as indicated. Fabricate headers of compound shapes indicated or required to transfer load to supporting studs, complete with clip-angle connectors, web stiffeners, or gusset plates.
 - 1. Frame wall openings with not less than a double stud at each jamb of frame. Fasten jamb members together to uniformly distribute loads.
 - 2. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with clip angles or by welding, and space jack studs same as full-height wall studs.
- H. Install supplementary framing, blocking, and bracing in stud framing indicated to support fixtures, equipment, services, casework, heavy trim, furnishings, and similar work requiring attachment to framing.
 - 1. If type of supplementary support is not indicated, comply with stud manufacturer's written recommendations and industry standards in each case, considering weight or load resulting from item supported.
- I. Install horizontal bridging in stud system, spaced as indicated on the Drawings. Fasten at each stud intersection, using one or more of the following configurations as indicated in Drawings.
 - 1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs with a minimum of 2 screws into each flange of the clip angle for framing members up to 6 inches deep.
 - 2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.

- 3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.
 - J. Install steel sheet diagonal bracing straps to both stud flanges, terminate at and fasten to reinforced top and bottom tracks. Fasten clip-angle connectors to multiple studs at ends of bracing and anchor to structure.
 - K. Install miscellaneous framing and connections, including supplementary framing, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.
- 3.4 REPAIRS AND PROTECTION
- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
 - B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed metal framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 40 00

SECTION 06 16 00 - SHEATHING

PART 1 - GENERAL

1.02 SUMMARY

- A. Section includes:
 - 1. Wall sheathing.
- B. References:
 - 1. APA – American Plywood Association.
 - 2. APA Panel Design Specification, current addition.

1.03 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory".

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.01 WOOD PANEL PRODUCTS, GENERAL

- A. Plywood: Either DOC PS 1 or PS 2, unless otherwise indicated, Species Group 1.
- B. Oriented Strand Board: DOC PS 2, Species Group 1.
- C. Thickness: As indicated on the Drawings.
- D. Factory mark panels to indicate compliance with applicable standard.

2.02 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWP Standard U1.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

- C. Application: Treat items indicated on Drawings.

2.03 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Comply with performance requirements in AWPA Standard U1.
- B. Kiln-dry material after treatment to a maximum moisture content of 15 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Identify fire-retardant-treated plywood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.
- D. Application: Treat plywood indicated on Drawings:

2.04 WALL SHEATHING

- A. Plywood Wall Sheathing:
 - 1. Bond Classification and Grade as indicated on structural drawings.
 - 2. Nominal Thickness: As indicated on structural drawings.
 - 3. Bond Classification and Grade as indicated on structural drawings.
- E. Oriented-Strand-Board Wall Sheathing:
 - 1. Bond Classification and Grade as indicated on structural drawings.
 - 2. Nominal Thickness: As indicated on structural drawings.
 - 3. Bond Classification and Grade as indicated on structural drawings.
- F. Sheathing at Shear Walls:
 - 1. In addition to the Bond Classification requirements above, sheathing at shear walls shall be Structural 1 Grade.

2.05 FASTENERS

- A. General: Provide fasteners of size and type indicated on the structural drawings.
- B. Wood Screws: ASME B18.6.1.
- C. Screws for Fastening Wood Structural Panels to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
 - 1. For wall and roof sheathing panels, provide screws with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

PART 3 - EXECUTION

3.3 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in **IBC**.
- D. Coordinate wall sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.02 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30S, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated on Structural Drawings and below:
 - 1. Wall Sheathing:
 - a. Screw to cold-formed metal framing.
 - b. Space panels 1/8 inch apart at edges and ends.

END OF SECTION 06 1600

SECTION 07 2100
THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation at perimeter foundation wall and over roof deck.
- B. Batt insulation and vapor retarder in exterior wall construction.

1.02 RELATED REQUIREMENTS

- A. Section 05 4000 - Cold-Formed Metal Framing: Board insulation as wall sheathing.
- B. Section 07 2500 - Weather Barriers: Separate air barrier and vapor retarder materials.
- C. Section 07 5300 - Elastomeric Membrane Roofing: Installation requirements for board insulation over low slope roof deck specified in this section.

1.03 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2017.
- B. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2013.
- C. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2017a.
- D. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2017.
- E. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2017.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2017.
- G. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2016a.
- H. ASTM E2357 - Standard Test Method for Determining Air Leakage of Air Barrier Assemblies; 2017.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

1.05 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation at Perimeter of Foundation: Extruded polystyrene board.
- B. Insulation in Metal Framed Walls: Batt insulation with separate vapor retarder.

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene Board Insulation: Extruded polystyrene board; ASTM C578; with either natural skin or cut cell surfaces, and the following characteristics:
 - 1. Flame Spread Index (FSI): Class B - 26 to 75, or less when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 - 3. R-value (RSI-value); 1 inch (25 mm) of material at 72 degrees F (22 C): 5 (0.88), minimum.

4. Board Thickness: As indicated on the drawings - 2" min.
 5. Board Edges: Square.
 6. Water Absorption, Maximum: 0.1 percent, by volume.
 7. Manufacturers:
 - a. Dow Chemical Company: www.dow.com/#sle.
 - b. Owens Corning Corporation: www.ocbuildingspec.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- B. Polyisocyanurate Board Insulation: Rigid cellular foam, complying with ASTM C1289;
1. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 3. Manufacturers:
 - a. Carlisle Coatings & Waterproofing, Inc: www.carlisleccw.com/#sle.
 - b. Dow Chemical Company: www.dow.com/#sle.
 - c. GAF: www.gaf.com/#sle.
 - d. Johns Manville; AP Foil-Faced: www.jm.com/#sle.
 - e. Substitutions: See Section 01 6000 - Product Requirements.

2.03 BATT INSULATION MATERIALS

- A. Glass Fiber Batt Insulation: High Density, Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
1. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 2. Formaldehyde Content: Zero.
 3. Thermal Resistance: R-value (RSI-value) of 21 (min.).
 4. Facing: unfaced.
 5. Manufacturers:
 - a. CertainTeed Corporation; _____: www.certainteed.com.
 - b. Johns Manville; _____: www.jm.com.
 - c. Owens Corning Corporation: www.ocbuildingspec.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.

2.04 ACCESSORIES

- A. Sheet Vapor Retarder: Specified in Section 07 2500.
- B. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
- C. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.
- D. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION AT FOUNDATION PERIMETER

- A. Apply adhesive to back of boards:
- B. Install boards horizontally on foundation perimeter.
 1. Place boards to maximize adhesive contact.
 2. Install in running bond pattern.
 3. Butt edges and ends tightly to adjacent boards and to protrusions.
- C. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.
- D. Tape all seams and corners with manufacturer's recommended tape

3.03 BOARD INSTALLATION OVER LOW SLOPE ROOF DECK

- A. Board Installation Over Roof Deck, General:
 - 1. See applicable roofing specification section for specific board installation requirements.
 - 2. Fasten insulation to deck in accordance with roofing manufacturer's written instructions and applicable Factory Mutual requirements.
 - 3. Do not apply more insulation than can be covered with roofing in same day.

3.04 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. At metal framing, place vapor retarder on warm side of insulation; lap and seal sheet retarder joints over member face.
- F. Tape seal tears or cuts in vapor retarder.
- G. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.
- H. Coordinate work of this section with requirements for vapor retarder specified in Section 07 2500.

3.05 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

**SECTION 07 2500
WEATHER BARRIERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Weather Barrier Membrane: Under exterior wall cladding, over sheathing or other substrate; not air tight or vapor retardant.
- B. Seam Tape
- C. Flashing
- D. Vapor Barrier

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Vapor retarder under concrete slabs on grade.
- B. Section 05 4000 - Cold-Formed Metal Framing: Water-resistive barrier under exterior cladding.
- C. Section 07 2100 - Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.
- D. Section 07 6200 - Sheet Metal Flashing and Trim: Metal flashings installed in conjunction with weather barriers.

1.03 DEFINITIONS

- A. Weather Barrier Membrane: A weather barrier is a weather-resistant membrane for vertical building envelope protection that will maintain air/moisture resistance while maintaining moisture-vapor permeability.
- B. Vapor Retarder: Air tight barrier made of material that is relatively water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.

1.04 REFERENCE STANDARDS

- A. AATCC Test Method 127 - Water Resistance: Hydrostatic Pressure Test; 2014.
- B. ASTM D4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications; 2016.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2017.
- D. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
- E. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2017.
- F. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2013.
- G. ICC-ES AC148 - Acceptance Criteria for Flexible Flashing Materials; ICC Evaluation Service, Inc; 2011.

1.05 QUALITY ASSURANCE

- A. Installer shall have experience with installation of similar weather barrier assemblies under similar conditions.
- B. Installation shall be in accordance with manufacturer's installation guidelines and recommendations.

PART 2 PRODUCTS

2.01 WEATHER BARRIER MEMBRANE ASSEMBLIES

- A. Basis of Design: spunbonded polyolefin, non-woven, non-perforated, weather barrier is based upon Dupont Tyvek CommercialWrap D and related assembly components.
 - 1. Substitutions: See Section 016000 - Product Requirements
 - 2. Performance Characteristics:

- a. Air Penetration: <0.04 cfm/ft² at 1.57 psf, when tested in accordance with ASTM E2178
- b. Water Vapor Transmission: 30 perms, when tested in accordance with ASTM E96-05
- c. Wather Penetration Resistance: 235 cm, when tested in accordance with AATCC 127
- d. Basis Weight: 2.4 oz/yd², when tested in accordance with TAPPI T-410
- e. Air Resistance: >750 sec/100cc, when tested in accordance with TAPPI T-460
- f. Breaking Strength: 33/41 lbs/in, wien tested in accordance with ASTM D882
- g. Tear Resistance: 6/9 lbs, when tested in accordance with ASTM D1117
- h. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E84.
Flame Spread: 15, Snoke Developed: 15

2.02 VAPOR RETARDER MATERIALS (AIR BARRIER AND WATER-RESISTIVE)

- A. Vapor Retarder Sheet: ASTM D4397 polyethylene film, clear color.
 - 1. Thickness: 6 mil (___ mm).
 - 2. Water Vapor Permeance: As required by referenced standard for thickness specified.
 - 3. Seam Lap and Perimeter Adhesive: as recommended by vapor retarder manufacturer.

2.03 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Weather Barrier and Sealing Weather Barrier to Adjacent Substrates: As specified or as recommended by weather barrier manufacturer.
 - 1. Fasteners: #4 nails with large 1 inch plastic cap, or 1 inch plastic cap staples with leg length sufficient to achieve a minimum penetration of 5/8 inch into the wood
- B. Sealants:
 - 1. Provide sealants that comply with ASTM C 920, elastomeric polymer sealant to maintain watertight conditions.
- C. Adhesive:
 - 1. Provide adhesive as recommended by weather barrier manufacturer
- D. Primer:
 - 1. Provide flashing manufacturer recommended primer to assist in adhesion between substrate and flashing.
- E. Flashing:
 - 1. Formable self-adhering flashing: Dupont Flexwrap NF - all openings at sill and up sides of opening as indicated
 - 2. Self-Adhering Flashing: Dupont Flashing Tape - all window nail flanges as needed
 - 3. SeamTape: Tyvek Tape, 2 inches- at all lap seams and other joints in weather barrier
 - 4. Substitutions: See Section 016000- Product Requirements

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions are ready to accept the work of this section.

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives in accordance with manufacturer's instructions.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Weather Barrier Membrane: Install continuous barrier over surfaces indicated, with sheets lapped to shed water.
- C. Vapor Retarders: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- D. Mechanically Fastened Sheets - On Exterior:

1. Install sheets shingle-fashion to shed water, with seams generally horizontal.
 2. Overlap seams as recommended by manufacturer but at least 6 inches.
 3. Overlap at outside and inside corners as recommended by manufacturer but at least 12 inches (305 mm).
 4. Seal seams, laps, penetrations, tears, and cuts with self-adhesive tape; use only large-headed, gasketed fasteners recommended by the manufacturer.
 5. Install weather barrier membrane UNDER jamb flashings.
 6. Install weather barrier membrane OVER head flashings .
 7. At openings to be filled with frames having nailing flanges, wrap excess sheet into opening; at head, seal sheet over flange and flashing.
- E. Mechanically Fastened Sheets - Vapor Retarder On Interior:
1. When insulation is to be installed in assembly, install vapor retarder over insulation.
 2. Seal seams, laps, perimeter edges, penetrations, tears, and cuts with self-adhesive tape, making air tight seal.
 3. Locate laps at a framing member; at laps fasten one sheet to framing member then tape overlapping sheet to first sheet.
 4. Seal entire perimeter to structure, window and door frames, and other penetrations.
 5. Where conduit, pipes, wires, ducts, outlet boxes, and other items are installed in insulation cavity, pass vapor retarder sheet behind item but over insulation and maintain air tight seal.
- F. Openings and Penetrations in Exterior Weather Barriers:
1. Install flashing over sills, covering entire sill frame member, extending at least 5 inches (125 mm) onto weather barrier and at least 6 inches (150 mm) up jambs; mechanically fasten stretched edges.
 2. At openings to be filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches (100 mm) wide; do not seal sill flange.
 3. At openings to be filled with non-flanged frames, seal weather barrier to all sides of opening framing, using flashing at least 9 inches (230 mm) wide, covering entire depth of framing.
 4. At head of openings, install flashing under weather barrier extending at least 2 inches (50 mm) beyond face of jambs; seal weather barrier to flashing.
 5. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.
 6. Service and Other Penetrations: Form flashing around penetrating item and seal to weather barrier surface.

3.04 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

SECTION 07 5323
EPDM THERMOSET SINGLE-PLY ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mechanically attached roof system with ethylene propylene diene terpolymer (EPDM) roofing membrane.
- B. Insulation as specified in 072100 Thermal Insulation, flat and tapered.
- C. Cover Board.
- D. Flashings.
- E. Roofing cant strips, stack boots, roofing expansion joints, and walkway pads.

1.02 RELATED REQUIREMENTS

- A. Section 05 3100 - Steel Decking.
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Counterflashings, reglets and _____.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's written information listed below.
 - 1. Product data indicating membrane materials, flashing materials, insulation, surfacing, and fasteners.
- C. Warranty:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Montana State University's name and registered with manufacturer.
 - 2. Submit installer's certification that installation complies with all warranty conditions for the waterproof membrane.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section:
 - 1. Approved by membrane manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- B. Store products in weather protected environment, clear of ground and moisture.
- C. Protect foam insulation from direct exposure to sunlight.
- D. Keep Material Safety Data Sheets (MSDS) at the project site at all times during transportation, storage, and installation of materials.
- E. Comply with all requirements of Montana State University to prevent overloading or disturbance of the structure when loading materials onto the roof.

1.07 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather. Refer to manufacturer's written instructions.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F (5 degrees C) or above ____ degrees F (____ degrees C).
- 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. Proceed with work so new roofing materials are not subject to construction traffic as work progresses.
- F. Do not allow grease, oil, fats, or other contaminants to come into direct contact with membrane.

1.08 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Carlisle SynTec: www.carlisle-syntec.com/sle.
- B. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ROOFING APPLICATIONS

- A. EPDM Membrane Roofing: One ply membrane, mechanically fastened, over insulation.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane:
 - 1. Material: Ethylene propylene diene terpolymer (EPDM); ASTM D4637/D4637M, Type I (non-reinforced).
 - 2. Thickness: 60 mils (0.060 inch) (1.5 mm), minimum.
 - 3. Sheet Width: Factory fabricated into largest sheets possible.
 - 4. Color: Black.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Membrane Fasteners: As recommended and approved by membrane manufacturer.
- D. Flexible Flashing Material: Same material as membrane.
- E. Base Flashing: Provide waterproof, fully adhered base flashing system at all penetrations, plane transitions, and terminations.

2.04 COVER BOARD

- A. Cover Board: Extruded polystyrene board; ASTM C578.
 - 1. Board Thickness: 1/2 inch
 - 2. As recommended by manufacturer

2.05 INSULATION

- A. Expanded Polystyrene (EPS) Board Insulation: ASTM C578, Type I; molded expanded polystyrene board with the following characteristics: Insulation as specified in 072100 Thermal Insulation
 - 1. Compressive Strength: 10 pounds per square inch (69 kPa).

2.06 ACCESSORIES

- A. Prefabricated Flashing Accessories:
 - 1. Corners and Seams: Same material as membrane, in manufacturer's standard thicknesses.
 - 2. Penetrations: Same material as membrane, with manufacturer's standard cut-outs, rigid inserts, clamping rings, and flanges.
 - 3. Sealant Pockets: Same material as membrane, with manufacturer's standard accessories, in manufacturer's standard configuration.
 - 4. Sure-Seal Pressure-Sensitive Reinforced Universal Securement Strip (RUSS):
- B. Membrane Adhesive: As recommended by membrane manufacturer.
- C. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- D. Sealants: As recommended by membrane manufacturer.

- E. Cleaner: Manufacturer's standard, clear, solvent-based cleaner.
- F. Edgings and Terminations: Manufacturer's standard edge and termination accessories.

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 cant strips are in place.

3.02 PREPARATION, GENERAL

- A. Clean substrate thoroughly prior to roof application.

3.03 METAL DECK PREPARATION

- A. Install deck sheathing on metal deck:
 - 1. Lay with long side at right angle to flutes; stagger end joints; provide support at ends.
 - 2. Cut sheathing cleanly and accurately at roof breaks and protrusions to provide smooth surface.
 - 3. Tape joints.

3.04 INSTALLATION - GENERAL

- A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.05 INSULATION APPLICATION

- A. Lay subsequent layers of insulation with joints staggered minimum 6 inch (152 mm) from joints of preceding layer.
- B. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- C. Lay boards with edges in moderate contact without forcing, and gap between boards no greater than 1/4 inch (6 mm). Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- D. Do not apply more insulation than can be completely waterproofed in the same day.

3.06 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. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches (75 mm). Seal permanently waterproof.
- D. Mechanical Attachment:
 - 1. Apply membrane and mechanical attachment devices in accordance with manufacturer's instructions.

- E. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 4 inches (100 mm) onto vertical surfaces.
 - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- F. Coordinate installation of roof drains and sumps and related flashings. Locate all field splices away from low areas and roof drains. Lap upslope sheet over downslope sheet.
- G. Daily Seal: Install daily seal per manufacturers instructions at the end of each work day. Prevent infiltration of water at incomplete flashings, terminations, and at unfinished membrane edges.

3.07 CLEANING

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- D. 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

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and conductor head and downspout and sheet metal trim band
- B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 07 7200 - Roof Accessories: Manufactured metal roof curbs.
- B. Section 07 9200 - Joint Sealants: Sealing non-lap joints between sheet metal fabrications and adjacent construction.

1.03 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015, with Editorial Revision (2016).
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014a.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007, with Editorial Revision (2012).
- E. CDA A4050 - Copper in Architecture - Handbook; current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.07 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. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) 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.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.

- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

2.03 CONDUCTOR HEAD AND DOWNSPOUT FABRICATION

- A. Conductor Head and Downspouts: Profile as indicated.
- B. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
- C. Seal metal joints.

2.04 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.

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. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

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. Secure gutters and downspouts in place with concealed fasteners.

END OF SECTION

**SECTION 07 7100
ROOF SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof Drains
- B. Downspout Nozzle

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof Drain:
 - 1. JR Smith - www.jrsmith.com
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Downspout Nozzel:
 - 1. JR Smith - www.jrsmith.com
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 COMPONENTS

- A. Roof Drain: 16" Diameter Roof Drain - Low Profile Dome - 4" No Hub, Underdeck Clamp, Cast Iron Dome
- B. Downspout Nozzle: Rough Bronze - 4" No Hub

2.03 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Downspout piping within the building - 4 inch Schedule 40 PVC

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install components in accordance with manufacturer's instructions.

END OF SECTION

SECTION 07 9005
JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Precompressed foam sealers.

1.02 RELATED REQUIREMENTS

- A. Section 07 2500 - Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders:

1.03 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2017.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014a.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- D. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2014.

1.04 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Type ___ - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25 minimum; Uses M, G, and A; single component.
 - 1. Color: Match adjacent finished surfaces.
 - 2. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.

2.02 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 D1667, 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. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal doors and frames.
- B. Thermally insulated hollow metal doors with frames.
- C. Hollow metal borrowed lites glazing frames.

1.02 RELATED REQUIREMENTS

- A. Section 08 7100 - Door Hardware.
- B. Section 08 8000 - Glazing: Glass for doors and borrowed lites.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

1.04 QUALITY ASSURANCE

- A. Maintain at project site copies of reference standards relating to installation of products specified.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Steelcraft, an Allegion brand; www.allegion.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DESIGN CRITERIA

- A. Requirements for Hollow Metal Doors and Frames:
 - 1. Steel used for fabrication of doors and frames shall comply with one or more of the following requirements; Galvannealed steel conforming to ASTM A653/A653M, cold-rolled steel conforming to ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel conforming to ASTM A1011/A1011M, Commercial Steel (CS) Type B for each.
 - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

- A. Type 1, Exterior Doors: Thermally insulated. Steelcraft, L-Series Door
 - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 1 - Standard-duty.
 - b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model: Half - Lite as indicated on drawings.
 - d. Door Face Metal Thickness: 18 gage, 0.042 inch (1.0 mm), minimum.
 - 2. Door Thickness: 1-3/4 inch (44.5 mm), nominal.
- B. Type 2 and 3, Interior Doors, Non-Fire Rated: Steelcraft L-Series
 - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 1 - Standard-duty.
 - b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.

- c. Models: Dutch Door with Integrated Shelf (Door 2) and Half-Lite (Door 3) as indicated on drawings.
 - d. Door Face Metal Thickness: 18 gage, 0.042 inch (1.0 mm), minimum.
2. Door Thickness: 1-3/4 inch (44.5 mm), nominal.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Knock-down type.
 - 1. Weatherstripping: Separate, see Section 08 7100.
- C. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
- D. Borrowed Lites Glazing Frames: Construction and face dimensions to match door frames, and as indicated on drawings.

2.05 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Factory Finish: Complying with ANSI/SDI A250.3, manufacturer's standard coating.
 - 1. Color: As selected by Architect from manufacturer's standard range.

2.06 ACCESSORIES

- A. Glazing: As specified in Section 08 8000, factory installed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Install door hardware as specified in Section 08 7100.
- D. Comply with glazing installation requirements of Section 08 8000.
- E. Touch up damaged factory finishes.

END OF SECTION

**SECTION 08 71 00
FINISH HARDWARE**

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Finish hardware for doors as scheduled and specified herein, including:
 - a. Mechanical hardware for swinging doors.
 - 2. Electro-mechanical devices and access control components as specified herein.
- B. Related Sections
 - 1. Provide hardware complying with division 01 section "references" as well as the following publications to the extent referenced within this specification.
 - a. Division 06 Section: "Finish Carpentry"
 - b. Division 08 Section: "Hollow Metal Doors and Frames"
 - c. Division 08 Section: "Aluminum-Framed Entrances and Storefronts"
 - d. Division 28 Section: "Access Control"
 - e. Division 28 Section: "Fire Detection and Alarm Interfaces"

1.02 REFERENCED STANDARDS

- A. Provide hardware in accordance with the following standards in addition to those specified in Division 01 Section "References."
 - 1. American National Standards Institute (ANSI), A117.1: Accessible and Usable Buildings and Facilities, edition as adopted by local Authority Having Jurisdiction (AHJ).
 - 2. Builders Hardware Manufacturer's Association (BHMA)
 - a. ANSI/BHMA A156.15: Release Devices – Closer Holder, Electromagnetic, and Electromechanical, 2011 edition
 - b. ANSI/BHMA A156.18: Materials and Finishes, 2006 edition
 - c. ANSI/BHMA A156.19: Power Assist and Low Energy Power Operated Doors, 2007 edition
 - 3. Door and Hardware Institute (DHI)
 - a. Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames, 2004 edition
 - b. Installation Guide for Doors and Hardware, 1994 edition
 - c. Keying Systems and Nomenclature, 2003 edition
 - d. Sequence and Format for the Hardware Schedule, 2001 edition

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. Coordinate layout, templating, and installation of work with other sections as required. Provide templates, product information, schedules, and diagrams required to fully coordinate the work.
 - a. Coordinate blocking for wall stops and other surface-applied hardware with Division 06 Section "Rough Carpentry."
 - b. Coordinate hardware locations and templating with the appropriate Division 08 door and frame sections.
 - c. Coordinate conduit, raceways, wiring, and connection as required for electrical and pneumatic hardware items with the appropriate electrical, access control, intrusion detection, and fire alarm sections.
- B. Pre-installation Meetings
 - 1. Upon approval of hardware schedule and wiring diagram submittals and before hardware installation, conduct a pre-installation meeting complying with Division 01 Section "Project Management and Coordination."

2. Meeting attendees shall include the owner's representative, architect, contractor, hardware supplier, hardware installer, other affected trades, and manufacturer representative(s) for locks, exit hardware, operators, and closers.
 3. Discuss the installation of continuous hinges, locksets, door closers, exit devices, electromechanical finish hardware, and finish hardware. Coordinate installation between trades.
 - a. Discuss special installation requirements.
 - b. Inspect and discuss electrical rough-in and other preparatory work performed by other trades.
 - c. Review sequence of operation for each electrified door opening.
 - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - e. Review required testing, inspecting, and certifying procedures
 4. At the meeting, distribute installation manuals, templates, wiring diagrams, and approved hardware schedule submittals to each attendee.
 5. Notify participants at least five (5) working days before meeting.
- C. Keying Conference
1. Upon approval of hardware schedule and before ordering locking hardware and key system, conduct a keying meeting complying with Division 01 Section "Project Management and Coordination."
 2. Meeting attendees shall include the owner, owner's security consultant, construction manager, contractor, architect, and hardware supplier's Architectural Hardware Consultant.
 3. Discuss key system requirements and incorporate decisions made during the meeting into the keying schedule submittal.
 - a. Review each locking function and determine degree of security required at each opening.
 - b. Review function of building, flow of traffic, and purpose of each area.
 - c. Determine degree of security at each opening.
 - d. Determine requirements for future expansion.
 - e. Discuss requirements for shipping and delivery of keys and cylinders/cores.
 - f. Discuss requirements to interface new cylinders/cores with owner's existing key system.

1.04 SUBMITTALS

- A. General
1. Provide submittals in accordance with Division 01 Section "Submittal Procedures."
 2. Advise architect within the submittal package of incompatibility or issues which may detrimentally affect the work of this section.
 3. Submittals shall be prepared by or under the supervision of Architectural Hardware Consultant. Stamp submittals with the DHI certification seal and signature of the supervising Architectural Hardware Consultant.
 - a. Submittals submitted without the above certification seal shall be marked incomplete and returned.
 4. Submittal sequence: Submit product data, hardware schedule, samples, and qualification data concurrently. Coordinate submission of finish hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in project construction schedule. Upon approval of first submittal package, submit wiring diagrams and key schedule.
- B. Product Data
1. Submit manufacturer's technical product data for each item of finish hardware, installation instructions, and maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
 2. Highlight relevant product information such as model, function, trim, finish, options, electrical requirements, and accessories.
- C. Hardware Schedule
1. Submit hardware schedule detailing fabrication and assembly of finish hardware, as well as procedures and diagrams. Coordinate the final finish hardware sets with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of finish hardware.
 2. Check specified hardware for suitability and adaptability to details and surrounding conditions. Indicate unsuitable or incompatible items and proposed substitutions.

- a. Format schedule complying with the vertical format in DHI's "Sequence and Format for the Hardware Schedule" publication. Double space entries, and number and date each page. Use same scheduling sequence and door numbers as in the Contract Documents
- b. Include the following information:
 - 1) Numerical door index indicating door number, heading number, and architect's specified hardware set number.
 - 2) Identification number, location, hand, fire rating and material of each door and frame.
 - 3) Type, style, function, size, quantity, and finish of each finish hardware item. Include description and function of each lockset and exit device.
 - 4) Complete designations of every item required for each door or opening including name and manufacturer.
 - 5) Fastenings and other pertinent information.
 - a) Where universal-type closers are scheduled, indicate the application method to be used for installation at each door (e.g. regular arm, parallel arm, or top jamb).
 - 6) Location of each finish hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - 7) Explanation of abbreviations, symbols, and codes contained in schedule.
 - 8) Mounting locations for finish hardware.
 - 9) Door and frame sizes and materials.
 - 10) Description of each electrified finish hardware function, including location, sequence of operation, and interface with other building control systems.
 - a) Sequence of Operation: Include description of component functions that occur in the following situations: authorized person wants to enter; authorized person wants to exit; unauthorized person wants to enter; unauthorized person wants to exit; loss of power; fire alarm sounds.
 - 11) List of related door devices specified in other Sections for each door and frame.
- c. Submit, with the hardware schedule, a list of lead times for hardware items.

D. Keying Schedule

- 1. Submit keying schedule detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations complying with DHI's "Keying Systems and Nomenclature" publication.

E. Shop Drawings

- 1. Submit details of electrified finish hardware, indicating the following:
 - a. System schematic.
 - b. Point-to-point wiring diagram.
 - c. Riser diagram.
 - d. Elevation of each door.
- 2. Detail interface between electrified finish hardware and fire alarm, access control, security building control system.
- 3. Operation Narrative: Describe the operation of doors controlled by electrified finish hardware.
- 4. Include specific cable requirements; indicate twisted, shielded, and plenum rated cable requirements where required by manufacture or relevant building codes and standards.

F. Manufacturer's Templates

- 1. After final approval of the hardware schedule, provide templates for doors, frames, and other work specified to be factory prepared for the installation of finish hardware. Check shop drawings of other work to ensure that adequate provisions are made for locating and installing finish hardware to comply with indicated requirements. Provide additional templates, template lists, hardware schedules, and product information to other trades upon request.

1.05 CLOSE OUT SUBMITTALS

A. General

- 1. Upon substantial completion, provide two (2) copies of the closeout submittals complying with Division 01 Section "Close Out Submittals."

B. Operation And Maintenance Data

1. Provide operation and maintenance manuals that include the following for each hardware item:
 - a. Project information including contact information for architect, contractor, supplier, installer, Architectural Hardware Consultant, and local representative of each hardware manufacturer
 - b. Complete information on care, maintenance, adjustment, repair and replacement of parts, and preservation of finishes
 - c. Product data, templates, installation information, service manual, and parts lists.
 - d. Copy of final hardware and keying schedules and wiring diagrams for each opening connected to either 120V or low voltage power. Edit schedules and diagrams to reflect "As installed" conditions.

C. Warranty Documentation

1. Provide information required for warranty service or replacement of each hardware item including:
 - a. Warranty certificates from manufacturer stating warranty period and conditions, complying with warranty requirements specified herein.
 - b. Copy of manufacturer's order confirmation or original packing slip with manufacturer's original order #, date of manufacture, and ship date.

1.06 QUALITY ASSURANCE

A. Qualifications

1. Supplier Qualifications: Supplier shall have documented experience in the supply of finish hardware for five (5) years or for three (3) prior projects similar in scope, size, and quality. Supplier shall have an Architectural Hardware Consultant, complying with the requirements specified herein, available to properly handle, detail, and service hardware in a satisfactory manner. Architectural Hardware Consultant shall be available during the course of the work to consult with contractor, architect, and owner about finish hardware and keying.
 - a. Supplier shall be a certified direct distributor and be a full sales and service organization for the manufacturer(s) listed.
2. Installer Qualifications: Installer shall have documented experience in the installation of finish hardware for (5) years or for three (3) prior projects similar in scope, size, and quality.
3. Manufacturer Sourcing Qualifications: Obtain each type of finish hardware (hinges, latch & locksets, exit devices, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.
 - a. Provide electrified hardware from same manufacturer as mechanical finish hardware unless otherwise indicated. Manufacturer's that perform electrical modifications that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction (AHJ) are acceptable.
4. Architectural Hardware Consultant Qualifications: A person who is certified by DHI as an Architectural Hardware Consultant (AHC) or Architectural Openings Consultant (AOC) and is enrolled in the DHI Continuing Education Program. Consultant shall be experienced in providing consulting services for finish hardware installations that are comparable in material, design, and extent indicated.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Marking And Packaging

1. Package hardware items manufacturer's standard packaging, clearly marked with hardware set number correlating to finish hardware schedule and architect's door number.

B. Delivery And Acceptance

1. Coordinate with construction schedule and deliver packaged hardware items to place of installation (e.g. project site, fabrication shop). Upon delivery, inspect and inventory finish hardware. Immediately notify supplier of defective or missing items.
2. Deliver keys and cores to owner by registered mail or overnight package service. Ship keys separately from cores.

C. Storage And Handling

1. Provide secure, dry storage area complying with Division 01 Section "Product Storage and Handling Requirements" for finish hardware delivered to the project site, but not yet installed. Store items on shelves or pallets to prevent damage.
 2. Control handling and installation of hardware items that are not immediately replaceable so that completion of work will not be delayed by hardware losses both before and after installation.
- D. Packaging Waste Management
1. Upon delivery and installation of finish hardware, discard packaging and other waste items in accord with Division 01 Section "Cleaning and Waste Management."

1.08 WARRANTY

A. General Warranty

1. Warrant finish hardware against defects in material and workmanship as set forth in Division 01 Section "Warranties."
2. Special warranties specified herein shall not deprive owner of other rights specified in the contract documents, but shall be in addition to, and run concurrent with, other warranty requirements.

B. Special Warranty

1. Provide a written warranty, executed by the product manufacturer agreeing to repair or replace components of finish hardware that fail in materials or workmanship within the specified warranty period.
 - a. Failures include, but are not limited to, the following:
 - 1) Structural failures including excessive deflection, cracking, or breakage.
 - 2) Faulty operation of operators and finish hardware.
 - 3) Deterioration of metals, metal finishes, and other materials beyond normal wear.
 - b. Warranty Period: Two (2) years from date of Substantial Completion, except for:
 - 1) Door Closers: Thirty (30) years
 - 2) Electrified Hardware Items: One (1) year

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Substitutions submitted, no later than 10 business days prior to bid and complying with Division 01 Section "Substitutions" requirements will be reviewed for conformance to basis of design. Substitutions found in compliance will be approved by bid addendum.

2.02 MATERIALS

- A. Base Metals: Produce hardware units of basic metal and forming method indicated using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units for finish designations indicated.
- B. Provide hardware manufactured to conform to published templates generally prepared for machine screw installation. Do not provide hardware that has been prepared for self-tapping sheet metal screws, except as specifically indicated.

2.03 FASTENERS

- A. Furnish screws for installation with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Furnish stainless steel (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
- B. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners. Use through bolts only as indicated in this section unless their use is the only means of reinforcing the work adequately to fasten the

hardware securely. Where thru-bolts are used as a means of reinforcing the work, provide sleeves for each thru-bolt or use sex screw fasteners.

2.04 HINGES

A. Manufacturers that may be incorporated into the Work:

1. Ives
2. Stanley
3. McKinney

B. Requirements:

1. Screws: Provide Phillips flat-head screws complying with the following requirements:
 - a. For metal doors and frames install machine screws into drilled and tapped holes.
 - b. For wood doors and frames install wood screws.
 - c. For fire-rated wood doors install #12 x 1-1/4-inch, threaded-to-the-head steel wood screws.
2. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - a. Out-Swing Doors with Locks: Non-Removable Pins (NRP).
 - b. Interior Doors: Non-rising pins.
 - c. Tips: Flat button and matching plug, finished to match leaves.
3. Number of Hinges: At non-rated openings, provide two hinges for each door leaf 60 inches or less in height and one additional hinge for each 30 inches of additional height or portion thereof. At fire rated openings, provide no less than three ball bearing hinges for each door leaf 86 inches or less in height and one additional hinge for each 30 inches of additional height or portion thereof.
4. Hinge Width: Where applied trim or closer templating require hinge widths wider than 4-1/2 inches, provide minimum width required. Otherwise, provide hinges 4-1/2 inches in width.
5. Hinge Height: Provide hinges 5 inches in height where door leaf exceeds 3'0 in width or where door is a high-use door utilizing panic or push/pull hardware. Otherwise, provide hinges 4-1/2 inches in height.
6. Hinge Weight: Provide heavy weight hinges where door leaf exceeds 3'0 in width, exterior doors, and at doors scheduled with swing clear hinges, panic hardware, push/pull hardware, edge guards, or armor plates. Otherwise provide standard weight hinges.

2.05 CYLINDERS AND KEYING

A. Products that may be incorporated into the Work:

1. Match existing facility standard

B. Requirements:

1. Existing Key System: Provide cylinders of quantity and type and with the appropriate cam/tailpiece to be compatible with the locking hardware provided. Provide cylinders, housings, and/or cores as required to match and integrate into existing facility's key system.
2. Temporary Construction Keying: Provide each cylinder with temporary keying during the construction period. At substantial completion, accompany the owner's representative while voiding construction keying. Provide temporary construction keying to comply with the following:
 - a. Keyed Temporary Cores: Provide interchangeable core compatible cylinders and levers with keyed construction cores during the construction period. Cores will remain property of the contractor and will be returned upon installation of owner's permanent key system.
3. Keys: Provide cylinder manufacturer's standard keys. Keys shall be shipped separate from cores directly to owner's representative. For estimating purposes, provide keys in the following quantities:
 - a. Construction Control Keys: 2 each
 - b. Construction Change Keys: 2 each
 - c. Permanent Control Keys: 2 each
 - d. Permanent Change Keys: 2 per core

2.06 MECHANICAL DOOR CLOSERS

A. General:

1. Valves: Closers shall have separate valves for latch speed, main speed, and back check. Valves shall be staked to prevent accidental removal. Internal Pressure Relief Valves (PRVs) are

prohibited. Provide closers at exterior doors with "Advanced Variable Backcheck" for further protection from wind and abuse forces.

2. Provide the appropriate closer body, handing, and brackets to mount closer inside the building on the least-public side of the door.
 - a. Where closers are to be mounted parallel arm, provide with heavy duty, fully forged arms.
 - b. Where closers are to be mounted regular arm and the opening can otherwise be opened to 180 degrees, provide closer with the appropriate special templating to allow 180 degree door swing. Where a special template is not available for 180 degree swing, provide closer arm with integrated stop.
3. Integrated Stop Closer Arms: Where a closer with integrated stop is required, provide the appropriate closer and arm as follows:
 - a. Parallel arm with spring-cushioned stop arm: Provide where door is otherwise able to open to 95 degrees and requires a parallel arm mount closer.
 - b. Parallel arm with dead stop arm: Provide where door is obstructed from opening to 95 degrees and requires a parallel arm mount closer.
 - c. Regular arm with push side surface-mounted overhead stop: Provide where door closer should mount on pull side of door.
4. Provide closers with any special templates, brackets, plates, or other accessories required for interface with header, door, wall, and other hardware. Provide closers with screw packs containing thru-bolts, machine screws, and wood screws.
5. Closers shall be provided with all-weather fluid and shall not require readjustment from 120 degrees F to -30 degrees F. Fluid shall be non-flaming and shall not fuel door or floor covering fires. Upon request, provide data indicating thermal properties of fluid.
6. Closers shall close and latch door when adjusted to meet accessibility requirements for door opening force: 8.5 lbs at exterior doors, 5 lbs at interior doors, and 15 lbs at labeled fire doors.

B. Heavy Duty Door Closers:

1. Products that may be incorporated into the Work:
 - a. LCN: 4040XP Series
 - b. Facility Standard
2. Requirements:
 - a. Closer Construction: Closer shall have cast iron body with 1-1/2 inch steel piston, double heat treated pinion, 3/4 inch bearing journals, and full complement needle bearings. Closer shall be adjustable from sizes 1 through 6.
 - b. Provide closers with spring size adjustment dial for ease of adjusting.

2.07 SADDLE AND PANIC THRESHOLDS

A. Manufacturers that may be incorporated into the Work:

1. Pemko
2. National Guard
3. Zero

B. Requirements:

1. Provide saddle thresholds with length equal to the width of the opening.
2. Provide stainless steel machine screws and lead anchors for each threshold.

2.08 WEATHERSTRIP AND GASKET

A. General:

1. Provide weather strip and gasketing as scheduled.
2. Size weather strip and gasket to provide a continuous seal around opening and at meeting stiles.

B. Perimeter Seals

1. Manufacturers that may be incorporated into the Work:
 - a. Pemko
 - b. National Guard
 - c. Zero

2.09 FINISHES

- A. Match items to the manufacturer's standard color and texture finish for the latch and locksets (or push-pull units if no latch or locksets).
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- C. The designations used in schedules and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18, "Materials and Finishes," including coordination with the traditional U.S. finishes shown by certain manufacturers for their products.
- D. The designations used in schedules and elsewhere to indicate hardware finishes are the industry-recognized standard commercial finishes, except as otherwise noted.
 - 1. Brushed Chrome and/or Stainless Steel Appearance
 - a. Brushed Stainless Steel, no coating: ANSI 630.
 - b. Satin Chrome, Clear Coated: ANSI 626, ANSI 652.
 - c. Powder Coated Aluminum finish: ANSI 689.
 - d. Saddle and Panic Thresholds: Mill Aluminum finish.
 - e. Weatherstrip and Gasket: Clear Anodized Aluminum finish.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify conditions of walls, flooring, doors, frames, and hardware are satisfactory for installation of hardware.
 - 1. Prior to installing doors and hardware, wash down of masonry and painting or staining of doors and frames shall be completed.
 - 2. Verify that walls have blocking behind wall mounted stop locations.
 - 3. Verify that flooring does not interfere with door or hardware operation.
 - 4. Ensure that frames are installed plumb, square, and true. Verify that doors and frames are properly sized and handed and are correctly prepared for hardware installation.
 - 5. Verify function, quantity, type, hand, and finish of hardware to be installed with the approved hardware schedule.
 - 6. Verify that electrical rough-in is complete and correctly located for each door.
- B. Conditions that do not allow proper installation of hardware shall be corrected before proceeding.

3.02 INSTALLATION

- A. General
 - 1. Install door hardware as detailed in the approved hardware schedule using only approved fasteners and in accordance with manufacturer's recommended procedures and methods.
 - 2. Install hardware and signage at fire rated openings in accordance with NFPA 80 requirements.
- B. Hardware Mounting Heights
 - 1. Mount door hardware units at heights indicated, as follows, unless otherwise indicated or required to comply with governing regulations.
 - a. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - b. Custom Steel Doors and Frames: DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
- C. Clearances
 - 1. Install doors, both rated and non-rated, in accordance with NFPA 80 requirements for door clearances as follows:
 - a. 1/8 inch between door and frame head and jambs for wood doors
 - b. 3/8 inch between door and frame head and jambs for metal doors
 - c. 1/8 inch at meeting stiles of pairs of doors.
 - d. 3/4 inch undercut maximum.

D. Surface Mounted Door Closers

1. Install surface mounted door closers on room side of openings, except where prohibited by scheduled hardware. Use appropriate arms, spacers, brackets, and accessories to properly install surface mounted door closers. Adjust spring power to the appropriate setting to ensure the doors reliably close under normal operating conditions.

E. Gasketing

1. Install gasketing to provide a continuous seal around the perimeter of the opening. Install soffit mounted hardware using the proper brackets, spacers, and accessories to allow proper installation without cutting or notching gasketing material or mounting channels.

F. Thresholds And Saddles

1. Trim, cut, and notch thresholds and saddles neatly to minimally fit the profile of the door frame. Thresholds and saddles shall be set in full bed of butyl-rubber or polyisobutylene mastic sealant.

3.03 FIELD QUALITY CONTROL

- A. Architectural Hardware Consultant: Architect will engage a qualified Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
- B. Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.04 ADJUSTING

- A. After building HVAC system is balanced and adjusted, conduct final adjustment of door closers. Verify spring power of the surface mounted door closer is properly adjusted to close and latch the door and to comply with the opening force requirements of ANSI A117.1 as follows:
 1. Doors with Closers shall take five (5) seconds to close from 90 degrees to 12 degrees.
 2. Interior, non-fire rated swinging doors shall open with a maximum of 5 lbs of pressure.
 3. Exterior doors and fire rated doors shall open with the minimum amount of pressure required to positively close and latch the door.

3.05 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.06 SCHEDULE

- A. The following schedule of hardware sets shall be considered a guide and the supplier is cautioned to refer to general conditions, special conditions, and the full requirements of this section. It shall be the hardware supplier's responsibility to furnish all required hardware.
- B. Where items of hardware are not definitely or correctly specified and are required for completion of the Work, a written statement of such omission, error, conflict, or other discrepancy shall be sent to the Architect, prior to date specified for receipt of bids, for clarification by addendum.
- C. Adjustments to the Contract Sum will not be allowed for omissions or items of hardware not clarified prior to bid opening.

HARDWARE GROUP NO. 01

FOR USE ON MARK/DOOR #(S):

1

EACH TO HAVE:

| <u>QTY</u> | | <u>DESCRIPTION</u> | <u>CATALOG NUMBER</u> | <u>FINISH</u> | <u>MFR</u> |
|------------|----|--|---|---------------|------------|
| 3 | EA | HINGE | 5BB1HW 4.5 X 4.5 NRP | 630 | IVE |
| 1 | EA | STOREROOM LOCK | ND80HD RHO | 626 | SCH |
| 1 | EA | SFIC PERMANENT CORE | KEYMARK X4 | 626 | MED |
| 1 | EA | ELECTRIC STRIKE | 6211 FSE | 630 | VON |
| 1 | EA | LOCK GUARD | LG12 | 630 | IVE |
| 1 | EA | SURFACE CLOSER (W/ SPRING STOP) | 4040XP SCUSH | 689 | LCN |
| 1 | EA | PROTECTION PLATE | 8400 10" X 2" LDW B-CS | 630 | IVE |
| 1 | EA | RAIN DRIP | 142AA | AA | ZER |
| 1 | EA | GASKETING | 429 @ HEAD & JAMBS | AA | ZER |
| 1 | EA | DOOR SWEEP | 8198AA | AA | ZER |
| 1 | EA | THRESHOLD | 655A - OR AS REQUIRED BY SILL DETAIL | A | ZER |
| 1 | EA | DOOR CONTACT | 679-05 WD/HM AS REQUIRED | BLK | SCE |
| 1 | EA | LOW VOLTAGE POWER | BY DIVISION 28 | | |
| 1 | | REMOTE RELEASE | BY DIVISION 28 | | |
| 1 | EA | WIRING, PT TO PT DIAGRAM & ELEVATION DIAGRAM | BY HARDWARE SUPPLIER | | |

OPERATIONAL DESCRIPTION

1. FREE EGRESS AT ALL TIMES.

AUTHORIZED CREDENTIAL MOMENTARILY RELEASES STRIKE ALLOWING ENTRY.

KEY IN OUTSIDE TRIM RETRACTS LATCH FOR ENTRY ONLY. DOOR RE-SECURES WHEN KEY IS REMOVED.

DOOR CONTACT MONITORS WHEN DOOR OPENS AND CLOSES.

ON FIRE ALARM OR LOSS OF POWER, ELECTRIFIED HARDWARE IS DISABLED. DOOR IS POSITIVELY LATCHED AND TRIM REMAINS SECURE.

HARDWARE GROUP NO. 02

FOR USE ON MARK/DOOR #(S):

2

EACH TO HAVE:

| <u>QTY</u> | | <u>DESCRIPTION</u> | <u>CATALOG NUMBER</u> | <u>FINISH</u> | <u>MFR</u> |
|------------|----|----------------------------------|-----------------------|---------------|------------|
| 4 | EA | HINGE | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 2 | EA | DUTCH DOOR BOLT | 054 | 626 | IVE |
| 1 | EA | STOREROOM LOCK | ND80HD RHO | 626 | SCH |
| 1 | EA | SFIC PERMANENT CORE | KEYMARK X4 | 626 | MED |
| 1 | EA | WALL STOP | WS406/407CCV | 630 | IVE |
| 1 | EA | WALL STOP/HOLDER (@ TOP DOOR) | WS45X | 626 | IVE |
| 4 | EA | SILENCER | SR64 | GRY | IVE |

HARDWARE GROUP NO. 03

FOR USE ON MARK/DOOR #(S):

3

EACH TO HAVE:

| <u>QTY</u> | | <u>DESCRIPTION</u> | <u>CATALOG NUMBER</u> | <u>FINISH</u> | <u>MFR</u> |
|------------|----|------------------------|------------------------|---------------|------------|
| 3 | EA | HINGE | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | EA | STOREROOM LOCK | ND80HD RHO | 626 | SCH |
| 1 | EA | SFIC PERMANENT CORE | KEYMARK X4 | 626 | MED |
| 1 | EA | OH STOP | 90S | 630 | GLY |
| 1 | EA | SURFACE CLOSER | 4040XP RW/PA | 689 | LCN |
| 1 | EA | MOUNTING PLATE | 4040XP-18 AS REQUIRED | 689 | LCN |
| 1 | EA | PROTECTION PLATE | 8400 10" X 2" LDW B-CS | 630 | IVE |
| 3 | EA | SILENCER | SR64 | GRY | IVE |

END OF SECTION

SECTION 08 8000

GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glazing units.

1.02 RELATED REQUIREMENTS

- A. Section 08 1113 - Hollow Metal Doors and Frames: Glazed lites in doors and borrowed lites.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test; 2015.
- C. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass; 2014.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- E. GANA (SM) - GANA Sealant Manual; 2008.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Laminated Glass Manufacturers:
 - 1. Cardinal Glass Industries; _____: www.cardinalcorp.com.
 - 2. Viracon, Architectural Glass segment of Apogee Enterprises, Inc; _____: www.viracon.com.
 - 3. Substitutions: Refer to Section 01 6000 - Product Requirements.

2.02 GLASS MATERIALS

- A. Laminated Glass: Float glass laminated in accordance with ASTM C1172.
 - 1. Laminated Safety Glass: Complies with ANSI Z97.1 and 16 CFR 1201 test requirements for Category II.

2.03 GLAZING UNITS

- A. Type G-6 - Security Glazing: Laminated glass, 2-Ply.
 - 1. Applications: Locations as indicated on drawings.
 - 2. Tint: Clear.
 - 3. Thickness: 1/2 inch (12.7 mm).
 - 4. Outer Lite: Annealed glass.
 - 5. Interlayer: Polyvinyl butyral (PVB), thickness as required to meet performance criteria.
 - 6. Inside Lite: Annealed glass.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

3.02 INSTALLATION, GENERAL

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.

- B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- C. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.

3.03 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove non-permanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.04 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION

SECTION 09 2116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.
- D. Textured finish system.

1.02 RELATED REQUIREMENTS

- A. Section 05 4000 - Cold-Formed Metal Framing: Exterior wind-load-bearing metal stud framing.
- B. Section 07 2100 - Thermal Insulation: Acoustic insulation.
- C. Section 07 2500 - Weather Barriers: Water-resistive barrier over sheathing.

1.03 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- B. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2017a.
- C. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2016.
- D. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- E. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- F. GA-216 - Application and Finishing of Gypsum Board; 2016.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum Company; ____: www.americangypsum.com.
 - 2. CertainTeed Corporation; ____: www.certainteed.com.
 - 3. Georgia-Pacific Gypsum; ____: www.gpgypsum.com.
 - 4. National Gypsum Company; ____: www.nationalgypsum.com/#sle.
 - 5. USG Corporation; ____: www.usg.com.
 - 6. Substitutions: See Section 01 6000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces, unless otherwise indicated.
 - 2. Thickness:
 - a. Vertical Surfaces: 5/8 inch (16 mm).

2.03 ACCESSORIES

- A. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional corner bead and control joints, provide U-bead at exposed panel edges.

- B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch (50 mm) wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Ready-mixed vinyl-based joint compound.
 - 3. Powder-type vinyl-based joint compound.
 - 4. Chemical hardening type compound.
- C. Textured Finish Materials: Latex-based compound; plain.
- D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.

3.03 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.04 JOINT TREATMENT

- A. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

3.05 TEXTURE FINISH

- A. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions and in accordance with levels defined in ASTM C840, as follows:
- B. Texture Required: Level 3: Walls to receive textured wall finish. And Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish..

3.06 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

**SECTION 09 6500
RESILIENT BASE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient base.

1.02 REFERENCE STANDARDS

- A. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Store all materials off of the floor in an acclimatized, weather-tight space.
- C. Maintain temperature in storage area between 55 degrees F (13 degrees C) and 90 degrees F (72 degrees C).
- D. Protect roll materials from damage by storing on end.

1.05 FIELD CONDITIONS

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

PART 2 PRODUCTS

2.01 RESILIENT BASE

- A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove.
 - 1. Manufacturers:
 - a. Mannington Commercial; www.manningtoncommercial.com.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
 - 2. Height: 4 inch (100 mm).
 - 3. Thickness: 0.125 inch (3.2 mm).
 - 4. Finish: Satin.
 - 5. Color: As indicated on drawings.
 - 6. Accessories: Premolded external corners, internal corners, end stops, and as needed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

3.02 PREPARATION

- A. Clean substrate.
- B. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed. Apply primer to _____ surfaces.

3.03 INSTALLATION - GENERAL

- A. Install in accordance with manufacturer's written instructions.
- B. Spread only enough adhesive to permit installation of materials before initial set.
- C. Fit joints and butt seams tightly.

3.04 INSTALLATION - RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches (45 mm) between joints.
- B. Install base on solid backing. Bond tightly to wall and floor surfaces.

3.05 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

END OF SECTION

SECTION 09 9123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- 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, bar code labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 05 5000 - Metal Fabrications: Shop-primed items.

1.03 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.04 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. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2016.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2015.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition, www.paintinfo.com.
- E. SSPC-SP 1 - Solvent Cleaning; 2015.
- F. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.07 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 (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 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 (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
- B. Paints:
 - 1. PPG Paints: www.ppgpaints.com/sle.
- C. Transparent Finishes:
 - 1. PPG Paints Deft Interior Clears/Polyurethanes: www.ppgpaints.com/sle.
- D. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless intended 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. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 5. 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: As indicated on drawings.

2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, wood, uncoated steel, shop primed steel, galvanized steel, and aluminum.
 - 1. Two top coats and one coat primer.
- B. Paint I-OP-MD-DT - Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals and wood:
 - 1. Two top coats and one coat primer.
- C. Paint I-TR -W - Transparent Finish on Wood.
 - 1. 2 top coats over sanding sealer, no stain.

2. Top Coat(s): Polyurethane Varnish, Oil Modified; MPI #56 or 57.
 - a. Products:
 - 1) PPG Paints Deft Interior Polyurethane Oil-Based Satin 350, DFT 129.
 - 2) Substitutions: Section 01 6000 - Product Requirements.
- D. Paint I-TR-C - Transparent Finish on Concrete Floors.
 1. 2 coats sealer.
 2. Sealer: Water Based for Concrete Floors; MPI #99.
 - a. Products:
 - 1) PPG Paints Perma-Crete Plex-Seal WB Interior/Exterior Clear Sealer Stain, 4-6200. (MPI #99)
 - 2) Substitutions: Section 01 6000 - Product Requirements.
 3. Sealer Sheen:
 - a. Eggshell: MPI gloss level 3; use this sheen at all locations.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 1. Interior Institutional Low Odor/VOC Primer Sealer; MPI #149.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Gypsum Wallboard: 12 percent.
 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 3. Concrete Floors and Traffic Surfaces: 8 percent.

3.02 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 or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Concrete Floors and Traffic Surfaces: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- F. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- H. Galvanized Surfaces:
- I. 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.
- J. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- K. Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

3.03 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 in thicknesses specified by manufacturer.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.

END OF SECTION

SECTION 12 3553.19
WOOD CASEWORK

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Wood storage cabinets

1.02 ADMINISTRATIVE REQUIREMENTS

- A. Large Components: Ensure that large components can be moved into final position without damage to other construction.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Casework locations, large scale plans, elevations, cross sections, rough-in and anchor placement dimensions and tolerances, clearances required, and utility locations, if any.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.

1.05 MOCK-UP

- A. Provide full size base cabinet and rail for perimeter wall storage system and full size base cabinetry and upper cabinet for center storage system
- B. Mock-up may remain as part of the Work.

PART 2 PRODUCTS**2.01 WOOD CASEWORK**

- A. Wood Casework: wood panel construction; each unit self-contained and not dependent on adjacent units or building structure for rigidity; in sizes as indicated on the drawings and necessary to avoid field cutting except for scribes and filler panels.
 1. Construction: Provide joints doweled, glued and screwed; with interior of units smooth and flush; cabinet bottom flush with top of face frame; without gaps or inaccessible spaces or areas where dirt or moisture could accumulate.
 2. Scribes and Fillers: Where cabinets do not fit tight to adjacent construction, provide filler panels of matching construction and finish.
 3. Finish: finish all exposed and semi-exposed surfaces with the same finish.
 - a. Preparation: Wood sanded smooth, free from dust and mill marks.
 - b. Coating: Clear, superior-quality, chemical-resistant acyclic urethane; applied in accordance with manufacturer instructions, force-dried, sanded and wiped clean. Apply two coats (min.)

2.02 MATERIALS

- A. Wood-Based Materials:
 1. Baltic Birch Plywood - 3/4" thickness with a void free core and edges sanded and routed or eased to prevent injury

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Use anchoring devices to suit conditions and substrate materials encountered.
- B. Set casework items plumb and square, securely anchored to building structure.
- C. Align cabinets to adjoining components, install filler panels where necessary to close gaps.
- D. Replace units that are damaged, including those that have damaged finishes.

3.02 CLEANING

- A. Clean casework surfaces thoroughly.

3.03 PROTECTION

- A. Do not permit finished casework to be exposed to continued construction activity.
- B. Repair damage that occurs prior to Date of Substantial Completion, including finishes, using methods prescribed by manufacturer; replace units that cannot be repaired to like-new condition.

END OF SECTION

**SECTION 23 05 11
COMMON WORK RESULTS FOR HVAC**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The requirements of this Section apply to all sections of Division 23.
- B. Definitions:
 - 1. Exposed: Piping, ductwork, and equipment exposed to view in finished rooms.
 - 2. Option or optional: Contractor's choice of an alternate material or method.

1.2 RELATED WORK

- A. Section 00, GENERAL CONDITIONS
- B. Section 01, GENERAL REQUIREMENTS
- C. Section 01, SHOP DRAWINGS, PRODUCT DATA, and SAMPLES
- D. Section 23 05 93, TESTING, ADJUSTING, and BALANCING FOR HVAC

1.3 QUALITY ASSURANCE

- A. Mechanical, electrical and associated systems shall be safe, reliable, efficient, durable, easily and safely operable and maintainable, easily and safely accessible, and in compliance with applicable codes as specified. The systems shall be comprised of high quality institutional-class and industrial-class products of manufacturers that are experienced specialists in the required product lines. All construction firms and personnel shall be experienced and qualified specialists in industrial and institutional HVAC
- B. Flow Rate Tolerance for HVAC Equipment: Section 23 05 93, TESTING, ADJUSTING, AND BALANCING FOR HVAC.
- C. Products Criteria:
 - 1. Standard Products: Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 3 years (or longer as specified elsewhere). The design, model and size of each item shall have been in satisfactory and efficient operation on at least three installations for approximately three years. However, digital electronics devices, software and systems such as controls, instruments, computer work station, shall be the current generation of technology and basic design that has a proven satisfactory service record of at least three years. See other specification sections for any exceptions and/or additional requirements.
 - 2. All items furnished shall be free from defects that would adversely affect the performance, maintainability and appearance of individual components and overall assembly.
 - 3. Conform to codes and standards as required by the specifications. Conform to local codes, if required by local authorities such as the natural gas supplier, if the local codes are more stringent than those specified. Refer any conflicts to the Project Engineer.

4. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
 5. Assembled Units: Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.
 6. Nameplates: Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.
 7. Asbestos products or equipment or materials containing asbestos shall not be used.
- E. Equipment Service Organizations:
1. HVAC: Products and systems shall be supported by service organizations that maintain a complete inventory of repair parts and are located within 50 miles to the site.
- F. Execution (Installation, Construction) Quality:
1. Apply and install all items in accordance with manufacturer's written instructions. Refer conflicts between the manufacturer's instructions and the contract drawings and specifications to the Project Engineer for resolution. Provide written hard copies or computer files of manufacturer's installation instructions to the Project Engineer at least two weeks prior to commencing installation of any item. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations is a cause for rejection of the material.
 2. Provide complete layout drawings required by Paragraph, SUBMITTALS. Do not commence construction work on any system until the layout drawings have been approved.

1.4 SUBMITTALS

- A. Submit in accordance with Section 01, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, and with requirements in the individual specification sections.
- B. Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirements.
- C. Contractor shall coordinate all items that differ from original contract documents. This includes electrical requirements, equipment weights, equipment physical dimensions, etc.
- D. If equipment is submitted which differs in arrangement from that shown, provide drawings that show the rearrangement of all associated systems. Approval will be given only if all features of the equipment and associated systems, including accessibility, are equivalent to that required by the contract.
- E. Prior to submitting shop drawings for approval, contractor shall certify in writing that manufacturers of all major items of equipment have each reviewed drawings and specifications, and have jointly coordinated and properly integrated their equipment and controls to provide a complete and efficient installation.

- F. Submittals and shop drawings for interdependent items, containing applicable descriptive information, shall be furnished together and complete in a group. Coordinate and properly integrate materials and equipment in each group to provide a completely compatible and efficient.
- G. Manufacturer's Literature and Data: Submit under the pertinent section rather than under this section.
 - 1. Submit belt drive with the driven equipment. Submit selection data for specific drives when requested by the Project Engineer.
 - 2. Submit electric motor data and variable speed drive data with the driven equipment.
 - 3. Equipment and materials identification.
 - 4. Fire-stopping materials.
 - 5. Hangers, inserts, supports and bracing. Provide load calculations for variable spring and constant support hangers.
 - 6. Wall, floor, and ceiling plates.
- J. HVAC Maintenance Data and Operating Instructions:
 - 1. Maintenance and operating manuals in accordance with Section 01, GENERAL REQUIREMENTS, Article, INSTRUCTIONS, for systems and equipment.
 - 2. Provide a listing of recommended replacement parts for keeping in stock supply, including sources of supply, for equipment. Include in the listing belts for equipment: Belt manufacturer, model number, size and style, and distinguished whether of multiple belt sets.
- K. Provide copies of approved HVAC equipment submittals to the Testing, Adjusting and Balancing Subcontractor.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Protection of Equipment:
 - 1. Equipment and material placed on the job site shall remain in the custody of the Contractor until phased acceptance, whether or not the Owner has reimbursed the Contractor for the equipment and material. The Contractor is solely responsible for the protection of such equipment and material against any damage.
 - 2. Place damaged equipment in first class, new operating condition; or, replace same as determined and directed by the Project Engineer. Such repair or replacement shall be at no additional cost to the Owner.
 - 3. Protect interiors of new equipment and piping systems against entry of foreign matter. Clean both inside and outside before painting or placing equipment in operation.
 - 4. Existing equipment and piping being worked on by the Contractor shall be under the custody and responsibility of the Contractor and shall be protected as required for new work.
- B. Cleanliness of Piping and Equipment Systems:
 - 1. Exercise care in storage and handling of equipment and piping material to be incorporated in the work. Remove debris arising from cutting, threading and welding of piping.

2. Piping systems shall be flushed, blown or pigged as necessary to deliver clean systems.
3. Contractor shall be fully responsible for all costs, damage, and delay arising from failure to provide clean systems.

1.7 JOB CONDITIONS – work in existing Building

- A. Building Operation: Owner employees will be continuously operating and managing all facilities, including temporary facilities, that serve the facility.
- B. Maintenance of Service: Schedule all work to permit continuous service as required by the facility.
- C. Phasing of Work: Comply with all requirements shown on drawings or specified.
- D. Building Working Environment: Maintain the architectural and structural integrity of the building and the working environment at all times. Maintain the interior of building at 68 degrees F minimum. Limit the opening of doors, windows or other access openings to brief periods as necessary for rigging purposes. No storm water or ground water leakage permitted. Provide daily clean-up of construction and demolition debris on all floor surfaces and on all equipment being operated by OWNER.
- F. Acceptance of Work for Owner Operation: As new facilities are made available for operation and these facilities are of beneficial use to the Owner, inspections will be made and tests will be performed. Based on the inspections, a list of contract deficiencies will be issued to the Contractor. After correction of deficiencies as necessary for beneficial use, the Owner will process necessary acceptance and the equipment will then be under the control and operation of Owner personnel.

PART 2 - PRODUCTS

2.1 FACTORY-ASSEMBLED PRODUCTS

- A. Provide maximum standardization of components to reduce spare part requirements.
- B. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.
 1. All components of an assembled unit need not be products of same manufacturer.
 2. Constituent parts that are alike shall be products of a single manufacturer.
 3. Components shall be compatible with each other and with the total assembly for intended service.
 4. Contractor shall guarantee performance of assemblies of components, and shall repair or replace elements of the assemblies as required to deliver specified performance of the complete assembly.
- C. Components of equipment shall bear manufacturer's name and trademark, model number, serial number and performance data on a name plate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.
- D. Major items of equipment, which serve the same function, must be the same make and model. Exceptions will be permitted if performance requirements cannot be met.

2.2 COMPATIBILITY OF RELATED EQUIPMENT

A. Equipment and materials installed shall be compatible in all respects with other items being furnished and with existing items so that the result will be a complete and fully operational plant that conforms to contract requirements.

2.3 ELECTRIC MOTORS

A. Provide all electrical wiring, conduit, and devices necessary for the proper connection, protection and operation of the systems. Provide special energy efficient premium efficiency type motors as scheduled.

2.4 EQUIPMENT AND MATERIALS IDENTIFICATION

- A. Use symbols, nomenclature and equipment numbers specified, shown on the drawings and shown in the maintenance manuals.
- B. Interior (Indoor) Equipment: Engraved nameplates, with letters not less than 3/16-inch high of brass with black-filled letters, or rigid black plastic with white letters permanently fastened to the equipment. Identify unit components such as coils, filters, fans, etc.
- C. Control Items: Label all temperature sensors, controllers and control dampers. Identify and label each item as they appear on the control diagrams.

2.5 HVAC EQUIPMENT SUPPORTS AND RESTRAINTS

A. Hanger Rods: Hot-rolled steel, ASTM A36 or A575 for allowable load listed in MSS SP-58. For piping, provide adjustment means for controlling level or slope. Types 13 or 15 turn-buckles shall provide 1-1/2 inches minimum of adjustment and incorporate locknuts. All-thread rods are acceptable.

2.6 ASBESTOS

Materials containing asbestos are not permitted.

PART 3 - EXECUTION

3.1 ARRANGEMENT AND INSTALLATION OF EQUIPMENT AND PIPING

- A. Coordinate location of piping, sleeves, inserts, hangers, ductwork and equipment. Locate piping, sleeves, inserts, hangers, ductwork and equipment clear of windows, doors, openings, light outlets, and other services and utilities. Prepare equipment layout drawings to coordinate proper location and personnel access of all facilities. Submit the drawings for review as required by Part 1. Follow manufacturer's published recommendations for installation methods not otherwise specified.
- B. Operating Personnel Access and Observation Provisions: Select and arrange all equipment and systems to provide clear view and easy access, without use of portable ladders, for maintenance and operation of all devices including, but not limited to: all equipment items, valves, filters, strainers, transmitters, sensors, control devices. All gages and indicators shall be clearly visible by personnel standing on the floor or on permanent platforms. Do not reduce or change maintenance and operating space and access provisions that are shown on the drawings.

- C. Equipment and Piping Support: Coordinate structural systems necessary for pipe and equipment support with pipe and equipment locations to permit proper installation.
- D. Cutting Holes:
 - 1. Cut holes through concrete and masonry by rotary core drill. Pneumatic hammer, impact electric, and hand or manual hammer type drill will not be allowed, except as permitted by Project Engineer where working area space is limited.
 - 2. Locate holes to avoid interference with structural members such as beams or grade beams. Holes shall be laid out in advance and drilling done only after approval by Project Engineer. If the Contractor considers it necessary to drill through structural members, this matter shall be referred to Project Engineer for approval.
 - 3. Do not penetrate membrane waterproofing.
- E. Protection and Cleaning:
 - 1. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations and as approved by the Project Engineer. Damaged or defective items in the opinion of the Project Engineer, shall be replaced.
 - 2. Protect all finished parts of equipment, such as shafts and bearings where accessible, from rust prior to operation by means of protective grease coating and wrapping. Close pipe openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water chemical, or mechanical injury. At completion of all work thoroughly clean fixtures, exposed materials and equipment.

3.2 PIPE AND EQUIPMENT SUPPORTS

- A. Where hanger spacing does not correspond with joist or rib spacing, use structural steel channels secured directly to joist and rib structure that will correspond to the required hanger spacing, and then suspend the equipment and piping from the channels. Drill or burn holes in structural steel only with the prior approval of the Project Engineer.
- B. Use hanger rods that are straight and vertical. Turnbuckles for vertical adjustments may be omitted where limited space prevents use. Provide a minimum of 15 mm (1/2-inch) clearance between pipe or piping covering and adjacent work.

3.3 IDENTIFICATION SIGNS

- A. Provide laminated plastic signs, with engraved lettering not less than 3/16-inch high, designating functions, for all equipment, switches, motor controllers, relays, meters, control devices, including automatic control valves. Nomenclature and identification symbols shall correspond to that used in maintenance manual, and in diagrams specified elsewhere. Attach by chain, adhesive, or screws.
- B. Factory Built Equipment: Metal plate, securely attached, with name and address of manufacturer, serial number, model number, size, performance.

3.4 OPERATING AND PERFORMANCE TESTS

- A. Prior to the final inspection, perform required tests as specified in Section 01, GENERAL REQUIREMENTS and submit the test reports and records to the Project Engineer.
- B. Should evidence of malfunction in any tested system, or piece of equipment or component part thereof, occur during or as a result of tests, make proper corrections, repairs or replacements, and repeat tests at no additional cost to the Owner.
- C. When completion of certain work or system occurs at a time when final control settings and adjustments cannot be properly made to make performance tests, then make performance tests for heating systems and for cooling systems respectively during first actual seasonal use of respective systems following completion of work.

3.9 INSTRUCTIONS TO OWNER PERSONNEL

Provide in accordance with Article, INSTRUCTIONS, of Section 01, GENERAL REQUIREMENTS.

E N D OF SECTION

**SECTION 23 05 93
TESTING, ADJUSTING, AND BALANCING FOR HVAC**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Testing, adjusting, and balancing (TAB) of heating, ventilating and air conditioning (HVAC) systems. TAB includes the following:
 - 1. Planning systematic TAB procedures.
 - 2. Design Review Report.
 - 3. Systems Inspection report.
 - 4. Balancing air distribution systems; adjustment of total system to provide design performance; and testing performance of equipment and automatic controls.
 - 5. Recording and reporting results.
- B. Definitions:
 - 1. Basic TAB used in this Section: Chapter 37, "Testing, Adjusting and Balancing" of 2007 ASHRAE Handbook, "HVAC Applications".
 - 2. TAB: Testing, Adjusting and Balancing; the process of checking and adjusting HVAC systems to meet design objectives.
 - 3. AABC: Associated Air Balance Council.
 - 4. NEBB: National Environmental Balancing Bureau.
 - 5. Air Systems: Includes all outside air, supply air, return air, exhaust air and relief air systems.
 - 6. Flow rate tolerance: The allowable percentage variation, minus to plus, of actual flow rate from values (design) in the contract documents.

1.2 QUALITY ASSURANCE

- A. Refer to Articles, Quality Assurance and Submittals, in Section 23 05 11, COMMON WORK RESULTS FOR HVAC.
- B. Qualifications:
 - 1. TAB Agency: The TAB agency shall be a subcontractor of the General Contractor and shall report to and be paid by the General Contractor.
 - 2. The TAB agency shall be either a certified member of AABC or certified by the NEBB to perform TAB service for HVAC, water balancing and vibrations and sound testing of equipment. The certification shall be maintained for the entire duration of duties specified herein. If, for any reason, the agency loses subject certification during this period, the General Contractor shall immediately notify the Resident Engineer and submit another TAB firm for approval. Any agency that has been the subject of disciplinary action by either the AABC or the NEBB within the five years preceding Contract Award shall not be eligible to perform any work related to the TAB. All work performed in this Section and in other related Sections by the TAB agency shall be considered invalid if the TAB agency loses its

certification prior to Contract completion, and the successor agency's review shows unsatisfactory work performed by the predecessor agency.

3. All TAB technicians performing actual TAB work shall be experienced and must have done satisfactory work on a minimum of 3 projects comparable in size and complexity to this project. Qualifications must be certified by the TAB agency in writing. The lead technician shall be certified by AABC or NEBB
- C. Test Equipment Criteria: The instrumentation shall meet the accuracy/calibration requirements established by AABC National Standards or by NEBB Procedural Standards for Testing, Adjusting and Balancing of Environmental Systems and instrument manufacturer. Provide calibration history of the instruments to be used for test and balance purpose.
- D. Tab Criteria:
1. One or more of the applicable AABC, NEBB or SMACNA publications, supplemented by ASHRAE Handbook "HVAC Applications" Chapter 36, and requirements stated herein shall be the basis for planning, procedures, and reports.
 2. Flow rate tolerance: Following tolerances are allowed. For tolerances not mentioned herein follow ASHRAE Handbook "HVAC Applications", Chapter 36, as a guideline. Air Filter resistance during tests, artificially imposed if necessary, shall be at least 100 percent of manufacturer recommended change over pressure drop values for pre-filters and after-filters.
 - a. Air handling unit and all other fans, cubic feet per minute: Minus 0 percent to plus 10 percent.
 - b. Air terminal units (maximum values): Minus 2 percent to plus 10 percent.
 - c. Minimum outside air: 0 percent to plus 10 percent.
 - d. Individual room air outlets and inlets, and air flow rates not mentioned above: Minus 5 percent to plus 10 percent except if the air to a space is 100 CFM or less the tolerance would be minus 5 to plus 5 percent.
 3. Systems shall be adjusted for energy efficient operation as described in PART 3.

1.4 SUBMITTALS

- A. Submit in accordance with Division 01.
- B. Submit names and qualifications of TAB agency and TAB specialists within 60 days after the notice to proceed. Submit information on three recently completed projects and a list of proposed test equipment.
- C. For use by the Project Engineer staff, submit one complete set of applicable AABC or NEBB publications that will be the basis of TAB work.
- D. Submit Following for Review and Approval:
 1. Design Review Report within 90 days for conventional design projects after the system layout on air side is completed by the Contractor.
 2. Systems inspection report on equipment and installation for conformance with design.

3. Intermediate and Final TAB reports covering flow balance and adjustments, performance tests, and sound tests.
 6. Include in final reports uncorrected installation deficiencies noted during TAB and applicable explanatory comments on test results that differ from design requirements.
- E. Prior to request for Final or Partial Final inspection, submit completed Test and Balance report for the area.

PART 2 - PRODUCTS

2.1 PLUGS

Provide plastic plugs to seal holes drilled in ductwork for test purposes.

2.2 INSULATION REPAIR MATERIAL

A. Provide for repair of insulation removed or damaged for TAB work.

PART 3 - EXECUTION

3.1 GENERAL

- A. Refer to TAB Criteria in Article, Quality Assurance.
- B. Obtain applicable contract documents and copies of approved submittals for HVAC equipment and automatic control systems.

3.2 DESIGN REVIEW REPORT

The TAB Specialist shall review the Contract Plans and specifications and advise the Resident Engineer of any design deficiencies that would prevent the HVAC systems from effectively operating in accordance with the sequence of operation specified or prevent the effective and accurate TAB of the system. The TAB Specialist shall provide a report individually listing each deficiency and the corresponding proposed corrective action necessary for proper system operation.

3.3 SYSTEMS INSPECTION REPORT

- A. Inspect equipment and installation for conformance with design.
- B. The inspection and report is to be done after air distribution equipment is on site and duct installation has begun, but well in advance of performance testing and balancing work. The purpose of the inspection is to identify and report deviations from design and ensure that systems will be ready for TAB at the appropriate time.
- C. Reports: Follow check list format developed by AABC, NEBB or SMACNA, supplemented by narrative comments, with emphasis on air handling units and fans. Check for conformance with submittals. Verify that diffuser and register sizes are correct. Check air terminal unit installation including their duct sizes and routing.

3.4 TAB REPORTS

- A. The TAB contractor shall provide raw data immediately in writing to the Project Engineer if there is a problem in achieving intended results before submitting a formal report.

- C. If over 20 percent of readings in the intermediate report fall outside the acceptable range, the TAB report shall be considered invalid and all contract TAB work shall be repeated and re-submitted for approval at no additional cost to the owner.
- D. Do not proceed with the remaining systems until intermediate report is approved by the Project Engineer.

3.5 TAB PROCEDURES

- A. Tab shall be performed in accordance with the requirement of the Standard under which TAB agency is certified by either AABC or NEBB.
- B. General: During TAB all related system components shall be in full operation. Fan rotation, motor loads and equipment vibration shall be checked and corrected as necessary before proceeding with TAB.
- C. Allow 14 days time in construction schedule for TAB and submission of all reports for an organized and timely correction of deficiencies.
- E. Air Balance and Equipment Test: Include air handling units, fans, room diffusers/outlets/inlets.
 - 1. Artificially load air filters by partial blanking to produce air pressure drop of manufacturer's recommended pressure drop.
 - 2. Record final measurements for furnace equipment performance data sheets.

if determination is made by the Project Engineer based on the recorded sound data.

3.6 MARKING OF SETTINGS

Following approval of Tab final Report, the setting of all HVAC adjustment devices including valves, splitters and dampers shall be permanently marked by the TAB Specialist so that adjustment can be restored if disturbed at any time. Style and colors used for markings shall be coordinated with the Resident Engineer.

3.7 IDENTIFICATION OF TEST PORTS

The TAB Specialist shall permanently and legibly identify the location points of duct test ports. If the ductwork has exterior insulation, the identification shall be made on the exterior side of the insulation. All penetrations through ductwork and ductwork insulation shall be sealed to prevent air leaks and maintain integrity of vapor barrier.

END OF SECTION

**SECTION 23 07 11
HVAC INSULATION**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Field applied insulation for thermal efficiency and condensation control for
 - 1. HVAC piping, ductwork and equipment.
- B. Definitions
 - 1. ASJ: All service jacket, white finish facing or jacket.
 - 2. Air conditioned space: Space having air temperature and/or humidity controlled by mechanical equipment.
 - 3. Cold: Equipment, ductwork or piping handling media at design temperature of 60 degrees F or below.
 - 4. Concealed: Ductwork and piping above ceilings and in chases, interstitial space, and pipe spaces.
 - 5. Exposed: Piping, ductwork, and equipment exposed to view in finished areas including mechanical, and electrical equipment rooms or exposed to outdoor weather. Attics and crawl spaces where air-handling units are located are considered to be mechanical rooms. Shafts, chases, interstitial spaces, unfinished attics, crawl spaces and pipe basements are not considered finished areas.
 - 6. FSK: Foil-scrim-kraft facing.
 - 7. Hot: HVAC Ductwork handling air at design temperature above 60 degrees F; HVAC equipment or piping handling media above 105 degrees F.
 - 8. Density: Pcf - pounds per cubic foot.
 - 9. Thermal conductance: Heat flow rate through materials.
 - a. Flat surface: BTU per hour per square foot.
 - 10. Thermal Conductivity (k): BTU per inch thickness, per hour, per square foot, per degree F temperature difference.
 - 11. Vapor Retarder (Vapor Barrier): A material, which retards the transmission (migration) of water vapor. Performance of the vapor retarder is rated in terms of permeance (perms). For the purpose of this specification, vapor retarders shall have a maximum published permeance of 0.1 perms and vapor barriers shall have a maximum published permeance of 0.001 perms.

1.2 QUALITY ASSURANCE

- A. Refer to article QUALITY ASSURANCE, in Section 23 05 11, COMMON WORK RESULTS FOR HVAC.
- B. Criteria:

1. Comply with NFPA 90A, particularly paragraphs 4.3.3.1 through 4.3.3.6, 4.3.10.2.6, and 5.4.6.4, parts of which are quoted as follows:

4.3.3.1 Pipe insulation and coverings, duct coverings, duct linings, vapor retarder facings, adhesives, fasteners, tapes, and supplementary materials added to air ducts, plenums, panels, used in duct systems, unless otherwise provided for in 4.3.3.1.1 or 4.3.3.1.2., shall have, in the form in which they are used, a maximum flame spread index of 25 without evidence of continued progressive combustion and a maximum smoke developed index of 50 when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*.

4.3.3.1.1 Where these products are to be applied with adhesives, they shall be tested with such adhesives applied, or the adhesives used shall have a maximum flame spread index of 25 and a maximum smoke developed index of 50 when in the final dry state. (See 4.2.4.2.)

4.3.3.1.2 The flame spread and smoke developed index requirements of 4.3.3.1.1 shall not apply to air duct weatherproof coverings where they are located entirely outside of a building, do not penetrate a wall or roof, and do not create an exposure hazard.

4.3.3.2 Closure systems for use with rigid and flexible air ducts tested in accordance with UL 181, Standard for Safety Factory-Made Air Ducts and Air Connectors, shall have been tested, listed, and used in accordance with the conditions of their listings, in accordance with one of the following:

(1) UL 181A, Standard for Safety Closure Systems for Use with Rigid Air Ducts and Air Connectors

(2) UL 181B, Standard for Safety Closure Systems for Use with Flexible Air Ducts and Air Connectors

4.3.3.3 Air duct, panel, and plenum coverings and linings, and pipe insulation and coverings shall not flame, glow, smolder, or smoke when tested in accordance with a similar test for pipe covering, ASTM C 411, Standard Test Method for Hot-Surface Performance of High-Temperature Thermal Insulation, at the temperature to which they are exposed in service.

4.3.3.3.1 In no case shall the test temperature be below 250°F.

4.3.3.4 Air duct coverings shall not extend through walls or floors that are required to be fire stopped or required to have a fire resistance rating, unless such coverings meet the requirements of 5.4.6.4.

4.3.3.5 Air duct coverings shall not be installed so as to conceal or prevent the use of any service opening.

4.3.3.6 Materials exposed to the airflow shall be noncombustible or limited combustible and have a maximum smoke developed index of 50 or comply with the following.

2. Test methods: ASTM E84, UL 723, or NFPA 255.
3. Specified k factors are at 75 degrees F mean temperature unless stated otherwise. Where optional thermal insulation material is used, select thickness to provide thermal conductance no greater than that for the specified material. For pipe, use insulation manufacturer's published heat flow tables. For domestic hot water supply and return, run out insulation and condensation control insulation, no thickness adjustment need be made.

4. All materials shall be compatible and suitable for service temperature, and shall not contribute to corrosion or otherwise attack surface to which applied in either the wet or dry state.
- C. Every package or standard container of insulation or accessories delivered to the job site for use must have a manufacturer's stamp or label giving the name of the manufacturer and description of the material.

1.3 SUBMITTALS

- A. Submit in accordance with Division 01.
- B. Shop Drawings:
1. All information, clearly presented, shall be included to determine compliance with drawings and specifications and ASTM, federal and military specifications.
 - a. Insulation materials: Specify each type used and state surface burning characteristics.
 - b. Insulation facings and jackets: Each type used. Make it clear that white finish will be furnished for exposed ductwork, casings and equipment.
 - c. Insulation accessory materials: Each type used.
 - d. Manufacturer's installation and fitting fabrication instructions for flexible unicellular insulation.
 - e. Make reference to applicable specification paragraph numbers for coordination.

1.4 STORAGE AND HANDLING OF MATERIAL

- A. Store materials in clean and dry environment, pipe covering jackets shall be clean and unmarred. Place adhesives in original containers. Maintain ambient temperatures and conditions as required by printed instructions of manufacturers of adhesives, mastics and finishing cements.

PART 2 - PRODUCTS

2.1 MINERAL FIBER OR FIBER GLASS

- A. ASTM C612 (Board, Block), Class 1 or 2, density 3 pcf, $k = 0.26$ at 75 degrees F, external insulation for temperatures up to 400 degrees F with foil scrim (FSK) facing.
- B. ASTM C553 (Blanket, Flexible) Type I, Class B-3, Density 1 pcf, $k = 0.31$ at 75 degrees F, for use at temperatures up to 400 degrees F with foil scrim (FSK) facing.

2.2 INSULATION FACINGS AND JACKETS

- A. Vapor Retarder, higher strength with low water permeance ≤ 0.02 or less perm rating, Beach puncture 50 units for insulation facing on exposed ductwork, casings and equipment, and for pipe insulation jackets. Facings and jackets shall be all service type (ASJ) or PVDC Vapor Retarder jacketing.
- B. ASJ jacket shall be white kraft bonded to 1 mil thick aluminum foil, fiberglass reinforced, with pressure sensitive adhesive closure. Comply with ASTM C1136. Beach puncture 50 units, Suitable for painting without sizing. Jackets shall have minimum 1-1/2 inch lap on longitudinal

joints and minimum 3 inch butt strip on end joints. Butt strip material shall be same as the jacket. Lap and butt strips shall be self-sealing type with factory-applied pressure sensitive adhesive.

- C. Factory composite materials may be used provided that they have been tested and certified by the manufacturer.

2.3 MECHANICAL FASTENERS

- A. Pins, anchors: Welded pins, or metal or nylon anchors with galvanized steel-coated or fiber washer, or clips. Pin diameter shall be as recommended by the insulation manufacturer.
- B. Staples: Outward clinching galvanized steel.
- C. Wire: 18 gage soft annealed galvanized or 14 gage copper clad steel or nickel copper alloy.
- D. Bands: 0.5-inch nominal width, brass, galvanized steel, aluminum or stainless steel.

2.4 REINFORCEMENT AND FINISHES

- A. Glass fabric, open weave: ASTM D1668, Type III (resin treated) and Type I (asphalt treated).
- B. Tape for Flexible Elastomeric Cellular Insulation: As recommended by the insulation manufacturer.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Required pressure tests of duct and piping joints and connections shall be completed and the work approved by the Project Engineer for application of insulation. Surface shall be clean and dry with all foreign materials, such as dirt, oil, loose scale and rust removed.
- B. Except for specific exceptions, insulate entire specified equipment, piping (pipe, fittings, valves, accessories), and duct systems. Insulate each pipe and duct individually. Do not use scrap pieces of insulation where a full-length section will fit.
- C. Insulation materials shall be installed in a first-class manner with smooth and even surfaces, with jackets and facings drawn tight and smoothly cemented down at all laps. Insulation shall be continuous through all sleeves and openings, except at fire dampers and duct heaters (NFPA 90A). Vapor retarders shall be continuous and uninterrupted throughout systems with operating temperature 60 degrees F and below. Lap and seal vapor retarder over ends and exposed edges of insulation. Anchors, supports and other metal projections through insulation on cold surfaces shall be insulated and vapor sealed for a minimum length of 150 mm (6 inches).
- D. Install vapor stops at all insulation terminations on either side of valves, pumps and equipment and particularly in straight lengths of pipe insulation.
- E. Protect all insulations outside of buildings with aluminum jacket using lock joint or other approved system for a continuous weather tight system. Access doors and other items requiring maintenance or access shall be removable and sealable.
- F. HVAC work not to be insulated:
 - 1. Internally insulated ductwork and air handling units.

- 2. Exposed supply ducts.
- G. Apply insulation materials subject to the manufacturer's recommended temperature limits. Apply adhesives, mastic and coatings at the manufacturer's recommended minimum coverage.
- H. Elbows, flanges and other fittings shall be insulated with the same material as is used on the pipe straights.

3.2 INSULATION INSTALLATION

- A. Mineral Fiber Board:
 - 1. Faced board: Apply board on pins spaced not more than 12 inches on center each way, and not less than 3 inches from each edge of board. In addition to pins, apply insulation bonding adhesive to entire underside of horizontal metal surfaces. Butt insulation edges tightly and seal all joints with laps and butt strips. After applying speed clips cut pins off flush and apply vapor seal patches over clips.

3.8 INSULATION SCHEDULE

Provide insulation for piping systems as scheduled below:

| Insulation Thickness Millimeters (Inches) | | | | | |
|--|----------------------------|---|---------------|----------------|--------------------|
| | | Nominal Pipe Size Millimeters (Inches) | | | |
| Operating Temperature Range/Service | Insulation Material | Less than 1 | 1 – 1¼ | 1½ - 3) | 4 and Above |
| Outside Air Duct | Mineral Fiber | 1 | 1.5 | 1.5 | |
| Ducts within 5'-0" of outside intake or exhaust | Mineral Fiber | 1 | 1.5 | 1.5 | |

END OF SECTION

**SECTION 23 31 00
HVAC DUCTS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Ductwork and accessories for HVAC including the following:
 - 1. Supply air, return air, outside air, exhaust, make-up air, and relief systems.
- B. Definitions:
 - 1. SMACNA Standards as used in this specification means the HVAC Duct Construction Standards, Metal and Flexible.
 - 2. Seal or Sealing: Use of liquid or mastic sealant, with or without compatible tape overlay, or gasketing of flanged joints, to keep air leakage at duct joints, seams and connections to an acceptable minimum.
 - 3. Duct Pressure Classification: SMACNA HVAC Duct Construction Standards, Metal and Flexible.
 - 4. Exposed Duct: Exposed to view in a finished room.

1.2 QUALITY ASSURANCE

- A. Refer to article, QUALITY ASSURANCE, in Section 23 05 11, COMMON WORK RESULTS FOR HVAC.
- B. Fire Safety Code: Comply with NFPA 90A.
- C. Duct System Construction and Installation: Referenced SMACNA Standards are the minimum acceptable quality.
- D. Duct Sealing, Air Leakage Criteria, and Air Leakage Tests: Ducts shall be sealed as per duct sealing requirements of SMACNA HVAC Air Duct Leakage Test Manual for duct pressure classes shown on the drawings.
- E. Duct accessories exposed to the air stream, such as dampers of all types (except smoke dampers) and access openings, shall be of the same material as the duct or provide at least the same level of corrosion resistance.

1.3 SUBMITTALS

- A. Submit in accordance with Division 01.
- B. Manufacturer's Literature and Data:
 - 1. Rectangular ducts:
 - a. Schedules of duct systems, materials and selected SMACNA construction alternatives for joints, sealing, gage and reinforcement.
 - b. Sealants and gaskets.
 - 2. Round duct construction details:
 - a. Manufacturer's details for duct fittings.
 - b. Sealants and gaskets.

- c. Installation instructions.
- 3. Volume dampers, back draft dampers.
- 4. Upper hanger attachments.
- 5. Flexible ducts and clamps, with manufacturer's installation instructions.
- 6. Flexible connections.
- 7. Instrument test fittings.
- C. Coordination Drawings: Refer to article, SUBMITTALS, in Section 23 05 11 – Common Work Results for HVAC.

PART 2 - PRODUCTS

2.1 DUCT MATERIALS AND SEALANTS

- A. General: Except for systems specified otherwise, construct ducts, casings, and accessories of galvanized sheet steel, ASTM A653, coating G90; or, aluminum sheet, ASTM B209, alloy 1100, 3003 or 5052.
- B. Joint Sealing: Refer to SMACNA HVAC Duct Construction Standards, paragraph S1.9.
 - 1. Sealant: Elastomeric compound, gun or brush grade, maximum 25 flame spread and 50 smoke developed (dry state) compounded specifically for sealing ductwork as recommended by the manufacturer. Generally provide liquid sealant, with or without compatible tape, for low clearance slip joints and heavy, permanently elastic, mastic type where clearances are larger. Oil base caulking and glazing compounds are not acceptable because they do not retain elasticity and bond.
 - 2. Tape: Use only tape specifically designated by the sealant manufacturer and apply only over wet sealant. Pressure sensitive tape shall not be used on bare metal or on dry sealant.
 - 3. Gaskets in Flanged Joints: Soft neoprene.
- C. Approved factory made joints may be used.

2.2 DUCT CONSTRUCTION AND INSTALLATION

- A. Regardless of the pressure classifications outlined in the SMACNA Standards, fabricate and seal the ductwork in accordance with the following pressure classifications:
- B. Duct Pressure Classification: 2"
- C. Seal Class: All ductwork shall receive Class A Seal
- D. Round Ducts: Furnish duct and fittings made by the same manufacturer to insure good fit of slip joints. When submitted and approved in advance, round and flat oval duct, with size converted on the basis of equal pressure drop, may be furnished in lieu of rectangular duct design shown on the drawings.
 - 1. Elbows: Diameters 3 through 8 inches shall be two sections die stamped, all others shall be gored construction, maximum 18 degree angle, with all seams continuously welded or standing seam.

2. Provide bell mouth, conical tees or taps, laterals, reducers, and other low loss fittings as shown in SMACNA HVAC Duct Construction Standards.
3. Ribbed Duct Option: Lighter gage round/oval duct and fittings may be furnished provided certified tests indicating that the rigidity and performance is equivalent to SMACNA standard gage ducts are submitted.
 - a. Ducts: Manufacturer's published standard gage, G90 coating, spiral lock seam construction with an intermediate standing rib.
 - b. Fittings: May be manufacturer's standard as shown in published catalogs, fabricated by spot welding and bonding with neoprene base cement or machine formed seam in lieu of continuous welded seams.
4. Provide flat side reinforcement of oval ducts as recommended by the manufacturer and SMACNA HVAC Duct Construction Standard S3.13. Because of high pressure loss, do not use internal tie-rod reinforcement unless approved by the Resident Engineer.
- E. Volume Dampers: Single blade or opposed blade, multi-louver type as detailed in SMACNA Standards. Refer to SMACNA Detail Figure 2-12 for Single Blade and Figure 2.13 for Multi-blade Volume Dampers.
- F. Duct Hangers and Supports: Refer to SMACNA Standards Section IV. Avoid use of trapeze hangers for round duct.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with provisions of Section 23 05 11, COMMON WORK RESULTS FOR HVAC, particularly regarding coordination with other trades and work in existing buildings.
- B. Fabricate and install ductwork and accessories in accordance with referenced SMACNA Standards:
 1. Drawings show the general layout of ductwork and accessories but do not show all required fittings and offsets that may be necessary to connect ducts to equipment, boxes, diffusers, grilles, etc., and to coordinate with other trades. Fabricate ductwork based on field measurements. Provide all necessary fittings and offsets at no additional cost to the government. Coordinate with other trades for space available and relative location of HVAC equipment and accessories on ceiling grid. Duct sizes on the drawings are inside dimensions which shall be altered by Contractor to other dimensions with the same air handling characteristics where necessary to avoid interferences and clearance difficulties.
 2. Provide duct transitions, offsets and connections to dampers, coils, and other equipment in accordance with SMACNA Standards, Section II. Provide streamliner, when an obstruction cannot be avoided and must be taken in by a duct. Repair galvanized areas with galvanizing repair compound.
 3. Provide bolted construction and tie-rod reinforcement in accordance with SMACNA Standards.

4. Construct casings, eliminators, and pipe penetrations in accordance with SMACNA Standards, Chapter 6. Design casing access doors to swing against air pressure so that pressure helps to maintain a tight seal.
- C. Install duct hangers and supports in accordance with SMACNA Standards, Chapter 4.
- D. Seal openings around duct penetrations of floors and fire rated partitions with fire stop material as required by NFPA 90A.
- E. Where diffusers, registers and grilles cannot be installed to avoid seeing inside the duct, paint the inside of the duct with flat black paint to reduce visibility.

3.2 DUCT LEAKAGE TESTS AND REPAIR

- A. Ductwork leakage testing shall be performed by the Testing and Balancing Contractor directly contracted by the General Contractor and independent of the Sheet Metal Contractor.
- B. Ductwork leakage testing shall be performed for the entire air distribution system (including all supply, return, exhaust and relief ductwork), section by section, including fans, coils and filter sections.
- C. Test procedure, apparatus and report shall conform to SMACNA Leakage Test manual. The maximum leakage rate allowed is 4 percent of the design air flow rate.
- D. All ductwork shall be leak tested first before enclosed in a shaft or covered in other inaccessible areas.
- E. All tests shall be performed in the presence of the Project Engineer and the Test and Balance agency. The Test and Balance agency shall measure and record duct leakage and report to the Project Engineer and identify leakage source with excessive leakage.
- F. If any portion of the duct system tested fails to meet the permissible leakage level, the Contractor shall rectify sealing of ductwork to bring it into compliance and shall retest it until acceptable leakage is demonstrated to the Project Engineer.
- G. All tests and necessary repairs shall be completed prior to insulation or concealment of ductwork.
- H. Make sure all openings used for testing flow and temperatures by TAB Contractor are sealed properly.

3.3 TESTING, ADJUSTING AND BALANCING (TAB)

Refer to Section 23 05 93, TESTING, ADJUSTING, and BALANCING FOR HVAC.

3.5 OPERATING AND PERFORMANCE TESTS

Refer to Section 23 05 11, COMMON WORK RESULTS FOR HVAC

END OF SECTION

**SECTION 23 37 00
AIR OUTLETS AND INLETS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Air Outlets and Inlets: Diffusers, Registers, and Grilles.

1.2 QUALITY ASSURANCE

- A. Refer to article, QUALITY ASSURANCE, in Section 23 05 11, COMMON WORK RESULTS FOR HVAC.
- B. Fire Safety Code: Comply with NFPA 90A.

1.3 SUBMITTALS

- A. Submit in accordance with Division 01.
- B. Manufacturer's Literature and Data:
 - 1. Diffusers, registers, grilles and accessories.
- C. Coordination Drawings: Refer to article, SUBMITTALS, in Section 23 05 11, COMMON WORK RESULTS FOR HVAC.

PART 2 - PRODUCTS

2.1 AIR OUTLETS AND INLETS

- A. Materials:
 - 1. Steel or aluminum. Provide manufacturer's standard gasket.
 - 2. Exposed Fastenings: The same material as the respective inlet or outlet. Fasteners for aluminum may be stainless steel.
 - 3. Contractor shall review all ceiling drawings and details and provide all ceiling mounted devices with appropriate dimensions and trim for the specific locations.
- B. Performance Test Data: In accordance with Air Diffusion Council Code 1062GRD.
- C. Air Supply Outlets:
 - 1. Ceiling Diffusers: Suitable for duct mounting, off-white finish, square or round neck connection as shown on the drawings.
 - a. Round, louver, adjustable pattern: Round neck, surface mounting unless shown otherwise on the drawings. Provide equalizing or control grid and volume control damper.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with provisions of Section 23 05 11, COMMON WORK RESULTS FOR HVAC, particularly regarding coordination with other trades and work in existing buildings.
- B. Protection and Cleaning: Protect equipment and materials against physical damage. Place equipment in first class operating condition, or return to source of supply for repair or replacement, as determined by Resident Engineer. Protect equipment during construction against

entry of foreign matter to the inside and clean both inside and outside before operation and painting.

3.2 TESTING, ADJUSTING AND BALANCING (TAB)

Refer to Section 23 05 93, TESTING, ADJUSTING, AND BALANCING FOR HVAC.

3.4 OPERATING AND PERFORMANCE TESTS

Refer to Section 23 05 11, COMMON WORK RESULTS FOR HVAC

END OF SECTION

**SECTION 23 82 00
ELECTRIC HEATING UNITS**

PART 1 - GENERAL

1.1 DESCRIPTION

Unit heaters & cabinet unit heaters.

1.2 RELATED WORK

- A. Section 23 05 11, COMMON WORK RESULTS FOR HVAC: General mechanical requirements and items, which are common to more than one section of Division 23.
- B. Section 23 31 00, HVAC DUCTS and CASINGS: Ducts and flexible connectors.
- C. Section 23 05 93, TESTING, ADJUSTING, and BALANCING FOR HVAC: Flow rates adjusting and balancing.

1.3 QUALITY ASSURANCE

Refer to Paragraph, QUALITY ASSURANCE, in Section 23 05 11, COMMON WORK RESULTS FOR HVAC.

1.4 SUBMITTALS

- A. Submit in accordance with Section 01 , SHOP DRAWINGS, PRODUCT DATA, and SAMPLES.
- B. Manufacturer's Literature and Data:
 - 1. Unit heaters.
 - 2. Cabinet unit heaters.
- C. Certificates:
 - 1. Compliance with paragraph, QUALITY ASSURANCE.
 - 2. Compliance with specified standards.
- D. Operation and Maintenance Manuals: Submit in accordance with paragraph, INSTRUCTIONS, in Section 01, GENERAL REQUIREMENTS.
- E. Completed System Readiness Checklists provided by the Commissioning Agent and completed by the contractor, signed by a qualified technician and dated on the date of completion, in accordance with the requirements of Section 23 08 00 COMMISSIONING OF HVAC SYSTEMS.

1.5 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. Underwriters Laboratories, Inc. (UL):
 - 181-08 Standard for Factory-Made Air Ducts and Air Connectors
 - 1995-05 Heating and Cooling Equipment

PART 2 - PRODUCTS

2.3 UNIT HEATERS

- A. General: Horizontal discharge type for electric heating medium, as indicated.

- B. Casing: Steel sheet, phosphatized to resist rust and finished in baked enamel. Provide hanger supports.
- C. Fan: Propeller type, direct driven by manufacturer's standard electric motor. Provide resilient mounting. Provide fan guard for horizontal discharge units.
- D. Discharge Air Control:
 - 1. Horizontal discharge: Horizontal, adjustable louvers.
- E. Electric Units: UL listed, factory wired to terminal strips for field connection of power and control wiring.
 - 1. Heating elements: Nickel chromium alloy resistance wire embedded in a magnesium oxide insulating refractory and sealed in corrosion resisting metallic sheath with fins. Three phase heaters shall have balanced phases.
 - 2. Thermal cutout: Manual reset type, which disconnects elements, and motor in the event normal operating temperatures are exceeded.
 - 3. Magnetic contactor: Factory installed with low voltage relay for remote pilot duty thermostat operation.
- G. Controls: Provide field installed remote wall mounted line voltage electric space thermostats.

2.4 CABINET UNIT HEATERS

- A. General: Horizontal type for electric heating medium, as indicated.
- B. Cabinet: Not less than 18 gage steel with front panel for and hinged front panel for horizontal units.
- C. Fan: Centrifugal blower, direct driven by a single phase, two-speed, electric motor with inherent overload protection. Provide resilient motor/fan mount.
- D. Electric Coil: Spiral sheath or finned-tube construction with Cal-rod resistance elements in aluminum tubes. Units shall be UL listed and factory wired with unit mounted heat switch, magnetic contactors, high temperature cutout safety control, and fan override thermostat.
- G. Factory Mounted Controls: Manual fan starter and three-position (low, high and off) fan speed switch.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Work shall be installed as shown and according to the manufacturer's diagrams and recommendations.
- B. Handle and install units in accordance with manufacturer's written instructions.
- C. Support units rigidly so they remain stationary at all times. Cross-bracing or other means of stiffening shall be provided as necessary. Method of support shall be such that distortion and malfunction of units cannot occur.

3.2 OPERATIONAL TEST

Refer to Section 23 05 11, COMMON WORK RESULTS FOR HVAC.

3.3 STARTUP AND TESTING

- A. The Commissioning Agent will observe startup and contractor testing of selected equipment. Coordinate the startup and contractor testing schedules with the Resident Engineer and Commissioning Agent. Provide a minimum of 7 days prior notice.

END OF SECTION

**SECTION 23 84 00
HUMIDITY CONTROL EQUIPMENT**

PART 1 - GENERAL

1.1 DESCRIPTION

This section specifies desiccant dehumidifier units for stand-alone units use for dehumidifying air.

1.2 RELATED WORK

- A. Section 01 00 00, GENERAL REQUIREMENTS: Requirements for pre-test of equipment.
- B. Section 23 05 11, COMMON WORK RESULTS FOR HVAC: General mechanical requirements and items, which are common to more than one section of Division 23.
- C. Section 23 31 00, HVAC DUCTS AND CASINGS: Requirements for sheet metal ducts and fittings.
- D. Section 23 05 93, TESTING, ADJUSTING, AND BALANCING FOR HVAC: Requirements for testing, adjusting and balancing of HVAC system.

1.3 QUALITY ASSURANCE

- A. Refer to the GENERAL CONDITIONS.
- B. Refer to specification Section 01 00 00, GENERAL REQUIREMENTS for performance tests and instructions to VA personnel.
- C. Refer to paragraph, QUALITY ASSURANCE, in specification Section 23 05 11, COMMON WORK RESULTS FOR HVAC.
- D. Unit(s) shall be provided by a manufacturer who has been manufacturing desiccant dehumidifiers and have been in satisfactory service for at least three (3) years.

1.4 SUBMITTALS

- A. Submit in accordance with specification Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, and SAMPLES.
- B. Manufacturer's Literature and Data:
 - 1. Technical data on design operating inlet and outlet conditions, air flows with diagram showing air volumes and conditions throughout the system, dehumidification capacity, filtration and fan motor and electrical power data.
 - 2. A general arrangement diagram with overall dimensions showing all major components with overall dimensions, utility and duct work connections, bolting arrangement, operating weight and required service and equipment removal clearances.
 - 3. Control diagrams for // preconditioning of existing and // or new air conditioning system // stand alone use for dehumidifying air, // electric circuits interface all control set points.

- C. Shop drawings shall indicate assembly, unit dimensions, weight loading, required clearances, construction details, and field connection details.
- D. Submit electrical requirements for power supply wiring including wiring diagrams for interlock and control wiring, clearly indicating factory-installed and field-installed wiring.
- E. Certificate: Evidence of satisfactory performance on three similar installations.
- F. Provide installation, operating and maintenance instructions, in accordance with Article, INSTRUCTIONS, in specification Section 01 00 00, GENERAL REQUIREMENTS.

1.5 QUALITY ASSURANCE

- A. Fan Performance Ratings: Conform to AMCA 210 and bear the AMCA Certified Rating Seal.
- B. Sound Ratings: AMCA 301; tested to AMCA 300 and bear AMCA Certified Sound Rating Seal.
- C. Fabrication: Conform to AMCA 99.
- D. Air Coils: Certify capacities, pressure drops, and selection procedures in accordance with AHRI 410.
- E. Product of manufacturer regularly engaged in production of pool dehumidification equipment who issues complete catalog data on total product.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Accept products on site in factory-fabricated protective containers, with factory-installed shipping skids and lifting lugs. Inspect for damage.
- B. Store in clean dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures and finish.
- C. Comply with manufacturer's rigging and installation instructions.

1.8 PROJECT CONDITIONS

- A. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters are in place, bearings lubricated, fan has been test run, all piping is connected and energized and all wiring complete and tested.

PART 2 – PRODUCTS

2.1 DEHUMIDIFIER UNITS

- A. General: Units shall be complete, factory assembled, and tested; and of sizes, arrangements, capacities, and performance as scheduled and as specified in the schedules shown in the drawings; and for indoor stand alone use for dehumidifying air.
 - 1. Dehumidification shall be accomplished by use of a desiccant to absorb water vapor and maintain humidity control level independent of load variations within design limit and without use of refrigerants, compressors, or chilled water.

2. Unit(s) shall be capable and designed for year-round, 24-hours-a-day operation; and requiring only connections of ducts, utilities, and remote sensors, controllers, and monitors.
 3. Unit(s) shall include active regeneration system for control of dehumidification processes.
- B. Casing:
1. Double-wall construction removable panels with neoprene gaskets, minimum 50-mm (2-inch), knockouts for electrical and piping connections through the side of the unit.
 2. All internal air-processing and air-treatment components shall be removable through removable access panels without dismantling plenums or ductwork.
 6. Access panels shall be provided with resilient gaskets and quick-release hardware.
 7. 8. Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2007.
- C. Dehumidifier:
1. The dehumidifier shall include a desiccant wheel utilizing a fractional horsepower electric motor and a variable speed drive and reactivation air flow indicating devices electric reactivation fan/motor assembly, reactivation energy modulation system, electric/mechanical rotation fault circuitry and necessary manual and automatic dampers for proper functioning of the unit under all operating conditions.
 2. Dehumidifier shall rotary type, designed for continuous operation, and arranged to provide a counter flow of process and reactivation air streams with full-face pressure seals or low-friction contact seals on both sides to prevent cross leakage for external static pressure of up to 2.5 inches w.g.
 3. Desiccant rotor shall have synthesized silica gel, enhanced with titanium, bonded to a ceramic matrix, with filled voids and encapsulating the ceramic. Driver shall be a motor with adjustable drive sheaves and belt-tensioning idler pulley or adjustable motor mount.
 4. The rotary desiccant shall transfer water in the vapor phase. The design and geometry shall provide for laminar flow over the operating range for minimum pressure loss with maximum transfer surface and minimum power requirements. The desiccant shall be a permanent integral part of the structure.
- E. Controls and Wiring: Factory-installed microprocessor type to control and monitor unit and communicate to central-control processor, and shall operate dehumidification units and maintain humidity and temperature set points.
1. The unit shall have a factory wired and unit mounted central, electrical control panel with a single power supply connection. All internal wiring shall be in accordance with the National Electrical Code. Unit shall have a non-fused main power disconnect and control components required for automatic operation based on signals from space

mounted humidity controls. Control panel shall have terminals for remote control devices.

2. Controls shall be capable of shutting down the dehumidifier when humidity loads are reduced and the process shall be reversed when there is an increase in humidity loads.
3. Reactivation energy shall be automatically reduced at lower than design humidity loads.

F. Fan Section:

Housed Centrifugal Fans

1. Supply and exhaust fans, shall be centrifugal, galvanized steel with baked enamel finish.
2. Fans shall be vibration isolated internally or externally.
5. Connections at fan discharge shall have flexible duct connectors.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Follow equipment manufacturer's written instructions for handling and installation of equipment.
- B. Adjust seals and purge of rotating wheels as recommended by the manufacturer.
- C. Verify correct settings and installation of controls.

3.2 CONNECTIONS

- A. Ground equipment according to Section 26.
- J. Connect wiring according to Section 26.
- K. 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.

3.3 STARTUP SERVICE

- A. Perform the following final checks before startup:
 1. Verify that shipping, blocking, and bracing are removed.
 2. Verify that unit is secure on mountings and supporting devices and that connection to piping, ducts, and electrical systems are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
 3. Perform cleaning and adjusting specified in this Section.
 4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify free fan wheel rotation and smooth bearing operations. Reconnect fan drive system, align belts, and install belt guards.
 5. Verify lubrication of bearings, pulleys, belts, and other moving parts.

6. Set outside- and return-air mixing dampers to minimum outdoor-air setting.
 7. Verify that manual and automatic volume control and fire and smoke dampers in connected duct systems are in fully open position.
- B. Perform the following starting procedures for dehumidification units:
1. Energize motor; verify proper operation of motor, drive system, and fan wheel. Adjust fan to indicated rpm. Replace malfunctioning motors, bearings, and fan wheels.
 2. Measure and record motor electrical values for voltage and amperage.
 3. Manually operate dampers from fully closed to fully open position and record fan performance.
- C. Complete installation and startup checks according to manufacturer's written instructions.
- D. Startup Report: Report findings during startup. Identify startup steps, corrective measures taken, and final results.

3.4 ADJUSTING

- A. Adjust damper linkages for proper damper operation.
- B. Adjust initial temperature and humidity set points.

3.5 CLEANING

- A. Clean dehumidification units internally, on completion of installation, according to manufacturer's written instructions. Clean fan interiors to remove foreign material and construction dirt and dust. Vacuum clean fan wheels, cabinets, and coils' entering-air face.
- B. After completing system installation, testing, and startup service of dehumidification units, clean filter housings and install new filters.

3.6 INSTRUCTIONS

Provide services of manufacturer's technical representative for eight hours to instruct VA personnel in operation and maintenance of desiccant dehumidifiers.

3.7 DEMONSTRATION AND TRAINING

- A. Provide services of manufacturer's technical representative for four hours to instruct VA personnel in operation and maintenance of units.

- - - E N D - - -

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. 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.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- 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. Alcan Products Corporation; Alcan Cable Division.
 - 2. Alpha Wire.
 - 3. Belden Inc.
 - 4. Encore Wire Corporation.
 - 5. General Cable Technologies Corporation.
 - 6. Southwire Incorporated.
- B. Aluminum and Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658. For aluminum conductors also comply with NECA/AA 104-2000 "Recommended Practice for Installing Aluminum Building Wire and Cable".
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2 Type THHN-2-THWN-2 Type XHHW-2 Type UF Type USE and Type SO.
- D. Multi-conductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC nonmetallic-sheathed cable, Type NM Type SO and Type USE with ground wire.

2.2 CONNECTORS AND SPLICES

- 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. AFC Cable Systems, Inc.
 - 2. Gardner Bender.

3. Hubbell Power Systems, Inc.
 4. Ideal Industries, Inc.
 5. IlSCO; a branch of Bardes Corporation.
 6. NSi Industries LLC.
 7. O-Z/Gedney; a brand of the EGS Electrical Group.
 8. 3M; Electrical Markets Division.
 9. Tyco Electronics.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. 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.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. 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. Service Entrance: Type THHN-2-THWN-2, single conductors in raceway
- B. Feeders: Type THHN-2-THWN-2, single conductors in raceway.
- C. Branch Circuits: Type THHN-2-THWN-2, single conductors in raceway.
- D. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- 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 Section 260529 "Hangers and Supports for Electrical Systems."
- G. Provide a dedicated neutral conductor for each 120v branch circuit.

3.4 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-486B.
- B. Make splices, terminations, 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, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating.

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Perform each visual and mechanical inspection stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- B. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

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.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground busses.
 - 2. Ground rods.
 - 3. Grounding bonding methods.
- B. 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 Section 017823 "Operation and Maintenance Data," include the following:
 - 1. Instructions for periodic testing and inspection of grounding features at ground rings based on NETA MTS.
 - 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. 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.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: 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 wide and 1/16 inch thick.
- C. **Grounding Bus:** Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches 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 by 10 feet in diameter.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 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 below grade.
- C. 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 minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
- D. 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 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS
- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, non-shrink grout.
- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.
- D. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.
- 3.3 EQUIPMENT GROUNDING
- A. Install green insulated equipment grounding conductors with all feeders and branch circuits.
- B. Air-Duct Equipment Circuits: Bond equipment grounding conductor to each unit and to air duct and connected metallic piping.
- C. Water Heater, Heat-Tracing, and Anti-frost Heating Cables: Bond equipment grounding conductor to heater units, piping, connected equipment, and components.
- D. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, where the equipment enclosure is isolated from the supply circuit with a nonmetallic raceway, install a fitting listed for the purpose, where raceway enters enclosure, and bond to the insulated equipment grounding conductor. Bond the conductor to the isolated equipment enclosure, and terminate at the equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

- E. 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, unless noted otherwise.
 - 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.
- F. Poles Supporting Outdoor Lighting Fixtures: **DO NOT** install a grounding electrode and a separate insulated equipment grounding conductor at these locations. Bond the equipment grounding conductor installed with branch-circuit conductors to the grounding terminal at the pole base.

3.4 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 a 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 2 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. 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.
- E. 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.
- F. 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.
- G. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building.
1. Install tinned-copper conductor not less than No. [2/0] AWG for ground ring and for taps to building steel.
 2. Bury ground ring not less than 24 inches from building's foundation.
- H. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70, and as detailed on drawings. If drawing does not provide Ufer ground detail install the grounding electrode as defined below:
1. Use a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 4 AWG.
 2. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within base of foundation.
 3. 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.
- I. Structural Steel: When available, bond structural steel to grounding electrode system, according to NFPA 70.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- 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, and at individual ground rods. 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.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
 - D. Report measured ground resistances that exceed 25 ohms to ground.
 - E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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.
- B. Related Sections include the following:
 - 1. Section 260548 "Vibration and Seismic Controls for Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 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.

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 together with concrete Specifications.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

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.
 - g. Wesanco, Inc.
2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 3. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- (14-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c., in at least 1 surface.
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. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 3. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 4. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. 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.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. 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, zinc-coated 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.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

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 (6 mm) in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

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, EMT, IMC, and RMC 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 (90 kg).
- 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 (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
 - 6. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69
 - 7. To Light Steel: Sheet metal screws.

8. 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 INSTALLATION OF FABRICATED METAL SUPPORTS
- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
 - B. Field Welding: Comply with AWS D1.1/D1.1M.
- 3.4 CONCRETE BASES
- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) 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 (20.7-MPa), 28-day compressive-strength concrete.
 - 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.

END OF SECTION 260529

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.

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.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- 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. AFC Cable Systems, Inc.
 2. Allied Tube & Conduit; a Tyco International Ltd. Co.
 3. Anamet Electrical, Inc.
 4. Electri-Flex Company.
 5. O-Z/Gedney; a brand of EGS Electrical Group.
 6. Picoma Industries, a subsidiary of Mueller Water Products, Inc.
 7. Republic Conduit.

8. Robroy Industries.
 9. Southwire Company.
 10. Thomas & Betts Corporation.
 11. Western Tube and Conduit Corporation.
 12. Wheatland Tube Company; a division of John Maneely Company.
- B. 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.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. IMC: Comply with ANSI C80.6 and UL 1242.
- F. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
1. Comply with NEMA RN 1.
 2. Coating Thickness: 0.040 inch (1 mm), minimum.
- G. EMT: Comply with ANSI C80.3 and UL 797.
- H. FMC: Comply with UL 1; zinc-coated steel or aluminum.
- I. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- J. 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.
 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 (1 mm), with overlapping sleeves protecting threaded joints.
- K. 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. 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. AFC Cable Systems, Inc.
 2. Anamet Electrical, Inc.
 3. Arnco Corporation.
 4. CANTEX Inc.
 5. CertainTeed Corp.
 6. Condux International, Inc.
 7. Electri-Flex Company.
 8. Kraloy.
 9. Lamson & Sessions; Carlon Electrical Products.
 10. Niedax-Kleinhuis USA, Inc.
 11. RACO; a Hubbell company.
 12. Thomas & Betts Corporation.
- B. 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.
- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: Type EPC-40-PVC or Type EPC-80-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. RTRC: Comply with UL 1684A and NEMA TC 14.
- I. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- J. Fittings for LFNC: Comply with UL 514B.
- 2.3 METAL WIREWAYS AND AUXILIARY GUTTERS
- 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. Cooper B-Line, Inc.
 2. Hoffman; a Pentair company.
 3. Mono-Systems, Inc.
 4. Square D; a brand of Schneider Electric.

- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 Type 3R, Type 4, and Type 12 unless otherwise indicated, and sized 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.
- C. 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.
- D. Wireway Covers: Screw-cover type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.4 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

- 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. Allied Moulded Products, Inc.
 - 2. Hoffman; a Pentair company.
 - 3. Lamson & Sessions; Carlon Electrical Products.
 - 4. Niedax-Kleinhuis USA, Inc.
- B. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.
- D. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.

2.5 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. Manufacturer's standard enamel finish in color selected by Architect.
 - 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. Mono-Systems, Inc.
 - b. Panduit Corp.
 - c. Wiremold / Legrand.

- C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.
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 Incorporated; Wiring Device-Kellems Division.
 - b. Mono-Systems, Inc.
 - c. Panduit Corp.
 - d. Wiremold / Legrand.

2.6 BOXES, ENCLOSURES, AND CABINETS

- 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. Cooper Technologies Company; Cooper Crouse-Hinds.
 2. EGS/Appleton Electric.
 3. AMP American Midwest Power
 4. Erickson Electrical Equipment Company.
 5. Hoffman; a Pentair company.
 6. Hubbell Incorporated; Killark Division.
 7. Kraloy.
 8. Milbank Manufacturing Co.
 9. Mono-Systems, Inc.
 10. O-Z/Gedney; a brand of EGS Electrical Group.
 11. RACO; a Hubbell Company.
 12. Robroy Industries.
 13. Stahlin Non-Metallic Enclosures; a division of Robroy Industries.
 14. Thomas & Betts Corporation.
 15. Wiremold / Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Metal Floor Boxes:
 - 1. Material: Cast 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.
- G. Nonmetallic Floor Boxes: Nonadjustable, round.
 - 1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- H. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- I. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb (32 kg).
 - 1. Listing and Labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- J. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- K. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- L. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- M. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep). 4 inches square by 1-1/4 inches deep is permitted in shallow 2" framed walls.
- N. Gangable boxes are allowed for 6 gang or larger.
- O. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1, Type 3R, Type 4, and Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Plastic.
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- P. Cabinets:

1. NEMA 250, Type 1, Type 3R, and Type 12 galvanized-steel box 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.

2.7 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.

B. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with frame and covers of polymer concrete .

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. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation; Hubbell Power Systems.
 - d. NewBasis.
 - e. Nordic Fiberglass, Inc.
 - f. Oldcastle Precast, Inc.; Christy Concrete Products.
 - g. Synertech Moulded Products; a division of Oldcastle Precast, Inc.
 - h. Quazite (Hubbell).
2. Standard: Comply with SCTE 77.
3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

6. Cover Legend: Molded lettering, "ELECTRIC." Or "COM" as indicated on drawings.
7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
8. Handholes 12 Inches Wide by 24 Inches Long (300 mm Wide by 600 mm Long) and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

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: RNC, Type EPC-40-PVC in fine bedded trench.
 4. Under roadways and paved or concrete walkways: Type EPC-80-PVC in fine bedded trench.
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 6. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Severe Physical Damage: EMT.
 2. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 3. Concealed in Ceilings and Interior Walls and Partitions: EMT or as specifies in 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 5. Damp or Wet Locations: GRC.
 6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 nonmetallic in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch (21-mm) 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, 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.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz, and for protecting bare grounding conductors. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

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 (150 mm) 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 Section 260529 "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 (300 mm) 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. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- I. Raceways Embedded in Slabs:
1. Run conduit larger than 1-inch (27-mm) 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 (3-m) intervals.

2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.
 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 5. Change from RNC, Type EPC-40-PVC, to a GRC bend and thru slab stub before rising above floor.
- J. Stub-ups to Above Recessed Ceilings:
1. Use EMT, IMC, or GRC for raceways.
 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- N. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- P. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- R. Surface Raceways:
1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

- T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service raceway enters a building or structure.
 3. Where otherwise required by NFPA 70.
- U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- V. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m). Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet (30 m).
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
 - d. Attics: 135 deg F (75 deg C) temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.

2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- X. Mount boxes at heights 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.
- Y. 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.
- Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- AA. Locate boxes so that cover or plate will not span different building finishes.
- BB. 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.
- CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- DD. Set metal floor boxes level and flush with finished floor surface.
- EE. 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 for pipe less than 6 inches (150 mm) in nominal diameter.
 2. Install backfill as specified.
 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 (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified.
 4. Install manufactured duct elbows for stub-ups at poles and equipment unless otherwise indicated. Install manufactured rigid steel conduit elbows at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose.
 - 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 (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

5. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.
- D. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies

3.6 FIRESTOPPING

- A. Install fire-stopping at penetrations of fire-rated floor and wall assemblies.

3.7 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 260533

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 conductors.
 - 2. Underground-line warning tape.
 - 3. Instruction signs.
 - 4. Equipment identification labels.
 - 5. Miscellaneous identification products.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

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 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

2.2 UNDERGROUND-LINE WARNING TAPE

A. Tape:

1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications 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.

C. Type:

1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Overall Thickness: 5 mils (0.125 mm).
3. Foil Core Thickness: 0.35 mil (0.00889 mm).
4. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
5. 3-Inch (75-mm) Tensile According to ASTM D 882: 70 lbf (311.3 N), and 4600 psi (31.7 MPa).

2.3 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.4 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 1/2 inch (13 mm).
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 1/2 inch (13 mm). 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 1/2 inch (13 mm).
- 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 1/2 inch (13 mm).

2.6 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black except where used for color-coding.
- B. 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 (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, self-locking.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).

5. Color: Black.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in 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. 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.
- G. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.
- H. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with paint as follows:
 1. Fire Detection and Alarm System: Red
- B. Power-Circuit 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 and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.

- a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 240/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Neutral: White.
 - c. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral: White.
 - d. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - 4) Neutral : Gray.
 - e. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) 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. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive vinyl labels with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations provide self-adhesive vinyl labels with the conductor designation.
- F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- G. 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.
- H. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
1. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- I. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
1. Comply with 29 CFR 1910.145.
 2. Identify system voltage with black letters on an orange background.
 3. Apply to exterior of door, cover, or other access.
 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- K. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer and load shedding.
- L. 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- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
 - 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 self-adhesive, engraved, laminated acrylic or melamine label. Panelboard identification shall include: Identification name, voltage, source and available fault current with date calculated.
 - 1) On main distribution panel door provide a laminated one-line diagram of panel configurations if applicable.
 - 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.
 - 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.
 - w. Wiring devices: See specification section "Wiring Devices".

END OF SECTION 260553

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Receptacles, receptacles with integral GFCI, and associated device plates.
 2. Weather-resistant receptacles.
 3. Snap switches and wall-box dimmers.
 4. Solid-state fan speed controls.
 5. Wall-switch and exterior occupancy sensors.
 6. Communications outlets.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
1. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 3. Leviton Mfg. Company Inc. (Leviton).
 4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 5351 (single), CR5362 (duplex).
 - b. Hubbell; HBL5351 (single), HBL5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5361 (single), 5362 (duplex).

2.4 GFCI RECEPTACLES

- A. General Description:
 - 1. Straight blade, non-feed-through type.
 - 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
 - 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; VGF20.
 - b. Hubbell; GFR5352L.
 - c. Pass & Seymour; 2095.
 - d. Leviton; 7590.

2.5 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Single Pole:

- 1) Cooper; AH1221.
 - 2) Hubbell; HBL1221.
 - 3) Leviton; 1221-2.
 - 4) Pass & Seymour; CSB20AC1.
- b. Two Pole:
- 1) Cooper; AH1222.
 - 2) Hubbell; HBL1222.
 - 3) Leviton; 1222-2.
 - 4) Pass & Seymour; CSB20AC2.
- c. Three Way:
- 1) Cooper; AH1223.
 - 2) Hubbell; HBL1223.
 - 3) Leviton; 1223-2.
 - 4) Pass & Seymour; CSB20AC3.
- d. Four Way:
- 1) Cooper; AH1224.
 - 2) Hubbell; HBL1224.
 - 3) Leviton; 1224-2.
Pass & Seymour; CSB20AC4.
- C. Pilot-Light Switches, 20 A:
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; AH1221PL for 120 and 277 V.
 - b. Hubbell; HBL1201PL for 120 and 277 V.
 - c. Leviton; 1221-LH1.
Pass & Seymour; PS20AC1RPL for 120 V, PS20AC1RPL7 for 277 V.
 2. Description: Single pole, with lighted handle, illuminated when switch is "off."
- D. Key-Operated Switches, 120/277 V, 20 A:
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Cooper; AH1221L.
- b. Hubbell; HBL1221L.
- c. Leviton; 1221-2L.
Pass & Seymour; PS20AC1-L.

2. Description: Single pole, with factory-supplied key in lieu of switch handle.

2.6 WALL-BOX DIMMERS

- A. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.
- B. Control: Continuously adjustable slider; with single-pole or three-way switching. Comply with UL 1472.
- C. Fluorescent Lamp Dimmer Switches: Modular; compatible with dimmer ballasts; trim potentiometer to adjust low-end dimming; dimmer-ballast combination capable of consistent dimming with low end not greater than 20 percent of full brightness. Dimmer shall match ballast low end capability as called out on the drawings.

2.7 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material for Finished Spaces: Smooth, high-impact thermoplastic 0.035-inch- (1-mm-) thick, satin-finished, Type 302 stainless steel.
 3. Material for Unfinished Spaces: Galvanized steel.
 4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof while in-use Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

2.8 FINISHES

- A. Device Color:
 1. Wiring Devices Connected to Normal Power System: White or as selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.
- B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:

1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.

8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles down and on horizontally mounted receptacles to the left.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Dimmers:
1. Install dimmers within terms of their listing.
 2. Verify that dimmers used for fan speed control are listed for that application.
 3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.
- H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles.

3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. Test Instruments: Use instruments that comply with UL 1436.
 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Convenience Receptacles:
1. Line Voltage: Acceptable range is 105 to 132 V.
 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Wiring device will be considered defective if it does not pass tests and inspections.

3.4 IDENTIFICATION

- A. Receptacles: Identify panelboard and circuit number from which the device is served. Use hot, stamped or engraved machine printing with black-filled 1/8" lettering on face of plate, and durable wire markers or tags inside outlet boxes.\

3.5 WEATHER STRIPPING

- A. Behind exterior wall devices
 - 1. Install a precut foam insulation pad over the fixture and reinstall the cover.

END OF SECTION 262726

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fusible switches.
 - 2. Non-fusible switches.
 - 3. Molded-case circuit breakers (MCCBs).
 - 4. Enclosures.

1.2 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.3 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
- B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.7 QUALITY ASSURANCE

- A. 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.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS**2.1 FUSIBLE SWITCHES**

- 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. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, **600V** ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
 4. Lugs: Suitable for number, size, and conductor material.
 5. Service-Rated Switches: Labeled for use as service equipment.

2.2 NONFUSIBLE SWITCHES

- 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. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Lugs: Suitable for number, size, and conductor material.

2.3 MOLDED-CASE CIRCUIT BREAKERS

- 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. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- D. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less than NEMA FU 1, RK-5.
- E. Features and Accessories:
 1. Standard frame sizes, trip ratings, and number of poles.
 2. Lugs: Suitable for number, size, trip ratings, and conductor material.
 3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for switching fluorescent and high-intensity discharge lighting circuits.
 4. Ground-Fault Protection: Comply with UL 1053; remote-mounted and powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
 5. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
 6. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
 7. Alarm Switch: One **NO** contact that operates only when circuit breaker has tripped.

2.4 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.

2. Outdoor Locations: NEMA 250, Type 3R.
3. Kitchen Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
4. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
5. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Comply with mounting and anchoring requirements specified in Section 260548 "Vibration and Seismic Controls for Electrical Systems."
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- D. Install fuses in fusible devices.
- E. Comply with NECA 1.

3.2 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
 1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
 2. Test continuity of each circuit.
- C. Tests and Inspections:
 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

- E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior solid-state luminaires that use LED technology.
 - 2. Lighting fixture supports.
- B. Related Requirements:
 - 1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.
 - 2. Section 260926 "Lighting Control Panelboards" for panelboards used for lighting control.
 - 3. Section 260933 "Central Dimming Controls" or Section 260936 "Modular Dimming Controls" for architectural dimming systems and for fluorescent dimming controls with dimming ballasts specified in interior lighting Sections.
 - 4. Section 260943.16 "Addressable-Luminaire Lighting Controls" and Section 260943.23 "Relay-Based Lighting Controls" for manual or programmable control systems with low-voltage control wiring or data communication circuits.

1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product, arranged by designation.
- B. Shop Drawings: For nonstandard or custom luminaires.
 - 1. Include plans, elevations, sections, and mounting and attachment details.
 - 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Include diagrams for power, signal, and control wiring.
- C. Sustainable Design Submittals:

- D. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale and coordinated with each other, using input from installers of the items involved:
- B. Seismic Qualification Certificates: For luminaires, accessories, and components, from manufacturer.
- C. Product Certificates: For each type of luminaire.
- D. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Luminaires shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Seismic Performance: Luminaires and lamps shall be labeled vibration and shock resistant.
 - 1. The term "withstand" means "the luminaire will remain in place without separation of any parts when subjected to the seismic forces specified and the luminaire will be fully operational during and after the seismic event."

2.2 LUMINAIRE REQUIREMENTS

- A. 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.
- B. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. Recessed Fixtures: Comply with NEMA LE 4.
- E. CRI of minimum 80. CCT of 3000 K.
- F. Rated lamp life of 50,000 hours.
- G. Lamps dimmable from 100 percent to 0 percent of maximum light output.

- H. Internal driver.
- I. Nominal Operating Voltage: 120v and 277 V ac.
 - 1. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
- J. Housings:
 - 1. Extruded-aluminum housing and heat sink.
 - 2. Clear or painted finish.

2.3 CYLINDER

- A. Minimum 1000 lumens. Minimum allowable efficacy of 80 lumens per watt.
- B. With integral mounting provisions.

2.4 RECESSED TROFFER

- A. Minimum 1,500 lumens. Minimum allowable efficacy of 85 lumens per watt.
- B. Integral junction box with conduit fittings.

2.5 STRIP LIGHT

- A. Minimum 750 lumens. Minimum allowable efficacy of 75 lumens per watt.
- B. Integral junction box with conduit fittings.

2.6 SURFACE MOUNT, LINEAR

- A. Minimum 750 lumens. Minimum allowable efficacy of 75 lumens per watt.
- B. Integral junction box with conduit fittings.

2.7 SURFACE MOUNT, NONLINEAR

- A. Minimum 750 lumens. Minimum allowable efficacy of 75 lumens per watt.
- B. Integral junction box with conduit fittings.

2.8 SUSPENDED, LINEAR

- A. Minimum 1,500 lumens. Minimum allowable efficacy of 85 lumens per watt.

2.9 SUSPENDED, NONLINEAR

- A. Minimum 1,500 lumens. Minimum allowable efficacy of 85 lumens per watt.
- B. Integral junction box with conduit fittings.

2.10 MATERIALS

- A. Metal Parts:
 - 1. Free of burrs and sharp corners and edges.
 - 2. Sheet metal components shall be steel unless otherwise indicated.
 - 3. Form and support to prevent warping and sagging
- B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- C. Diffusers, and Globes:
 - 1. Acrylic: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
 - 3. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
- D. Housings:
 - 1. Extruded-aluminum housing and heat sink.
 - 2. Clear or painted finish.

2.11 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.12 LUMINAIRE SUPPORT COMPONENTS

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- D. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.

- E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports: Sized and rated for luminaire weight.
- E. Flush-Mounted Luminaire Support: Secured to outlet box.
- F. Wall-Mounted Luminaire Support:
 - 1. Attached to structural members in walls, attached to a minimum 20 gauge backing plate attached to wall structural members, attached using through bolts and backing plates on either side of wall.
 - 2. Do not attach luminaires directly to gypsum board.
- G. Ceiling-Mounted Luminaire Support:
 - 1. Ceiling mount with two 5/32-inch- (4-mm-) diameter aircraft cable supports adjustable to 120 inches (6 m) in length.
 - 2. Ceiling mount with pendant mount with 5/32-inch- (4-mm-) diameter aircraft cable supports adjustable to [120 inches (6 m) in length.
 - 3. Ceiling mount with hook mount.
- H. Suspended Luminaire Support:
 - 1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
 - 3. Continuous Rows of Luminaires: Use tubing or stem for wiring at one point and tubing or rod wire support for suspension for each unit length of luminaire chassis, including one at each end.
 - 4. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.
- I. Ceiling-Grid-Mounted Luminaires:
 - 1. Secure to any required outlet box.
 - 2. Secure luminaire using approved fasteners in a minimum of four locations, spaced near corners of luminaire.

- J. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.
- K. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 - 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 265119