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BIDDING REQUIREMENTS
- Permit Notice
- Invitation To Bid
- Instructions to Bidders
- Bid Proposal, Form 098

CONTRACT DOCUMENTS
Included in this Project Manual:
- Sample Standard Form of Contract, Form 110
- MSU Supplemental Conditions

State of Montana General Conditions
- Montana Prevailing Wage Rates

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

- Substitution Request, Form 99
- Schedule of Values for Payment, 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

Additionally these can be downloaded from our website:
http://www.montana.edu/pdc/contract-documents.html – or will be provided upon request.

TECHNICAL SPECIFICATIONS
Division 1 - General Requirements

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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
Sealed bids will be received until 2:00 PM on Thursday, March 14, 2019, 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: Renne Library Testing Center Renovation, PPA No. 18-2089.

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 Monday, March 4, 2019, AT 3:00 PM. PARTICIPANTS SHOULD MEET AT: CPDC Plew Bldg, Room 214, 6th & Grant Street, Bozeman, MT. ATTENDANCE IS STRONGLY RECOMMENDED. Bidders should thoroughly review the contract documents before the pre-bid conference.

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

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

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

Time of Completion
Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project by August 1, 2019.

The State of Montana makes reasonable accommodations for any known disability that may interfere with an applicant’s ability to compete in the bidding and/or selection process. In order for the state to make such accommodations, applicants must make known any needed accommodation to the individual project managers or agency contacts listed in the contract documents.

State of Montana - Montana State University
Facilities Services

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:
- 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
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- 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:

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Builders Exchange of Billings</td>
<td>2050 Broadwater STE A</td>
<td>406/652-1311</td>
<td><a href="mailto:bbx@billingsplanroom.com">bbx@billingsplanroom.com</a></td>
</tr>
<tr>
<td></td>
<td>Billings MT 59102</td>
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<tr>
<td></td>
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<td><a href="mailto:bbx@billingsplanroom.com">bbx@billingsplanroom.com</a></td>
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<tr>
<td>Bozeman Builders Exchange</td>
<td>1105 Reeves RD W STE 800</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Bozeman MT 59718</td>
<td>406/586-7653</td>
<td><a href="mailto:bozeman@bozemanplanroom.com">bozeman@bozemanplanroom.com</a></td>
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<tr>
<td></td>
<td>406/586-7653</td>
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<td></td>
<td><a href="mailto:exchange@bozemanplanroom.com">exchange@bozemanplanroom.com</a></td>
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<tr>
<td>Butte Builders Exchange</td>
<td>4801 Hope Road</td>
<td>406/782-5433</td>
<td><a href="mailto:butteplans@gmail.com">butteplans@gmail.com</a></td>
</tr>
<tr>
<td></td>
<td>Butte MT 59701</td>
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<tr>
<td>Builders Exchange of Billings</td>
<td>NW MT - Flathead Builders Exchange</td>
<td>2303 Hwy 2 E</td>
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<td></td>
<td>Kalispell, MT 59901</td>
<td>406/755-5888</td>
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<tr>
<td>Builders Exchange of Billings</td>
<td>Helena Plans Exchange</td>
<td>1530 Cedar Street Suite C</td>
<td><a href="mailto:helenaplanex@helenacopycenter.com">helenaplanex@helenacopycenter.com</a></td>
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<tr>
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<tr>
<td>Builders Exchange of Billings</td>
<td>Great Falls Builders Exchange</td>
<td>202 2ND Avenue S</td>
<td></td>
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<tr>
<td></td>
<td>Missoula Plans Exchange</td>
<td>201 N Russell ST</td>
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<td></td>
<td><a href="mailto:mpe@vemcoinc.com">mpe@vemcoinc.com</a></td>
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<td>Butte MT 59701</td>
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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
4. Visits to Site

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

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

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

5. Requests for Substitution

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

6. Bids/Proposals

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

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

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

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

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

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

Name of Project: Renne Library Testing Center Renovation  
Location: Montana State University Bozeman Campus  
MSU PPA Project Number: 18-2089  
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 effective dated copy of their power of attorney;
  12.8.2. One original copy shall be furnished with each set of bonds.
  12.8.3. Others furnished with a set of bonds may be copies of that original.

13. Notice To Proceed

13.1. The successful bidder who is awarded the contract for construction will not be issued a Notice to Proceed until there is a signed Contract, the specified insurance certificates and a copy of the bidder’s current Construction Contractor Registration Certificate in the Owner’s possession. All items are required within fifteen (15) calendar days of contract award made by the Owner.

14. Laws and Regulations

14.1. The bidders’ attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in this contract as if bound herein in full.

15. Payments

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

16. Time of Completion

16.1. Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project by AUGUST 1, 2019.

16.2. If liquidated damages are assessed for exceeding the completion date, they shall accrue at the rate of TWO HUNDRED 00/100 DOLLARS ($200.00) per calendar day. Liquidated damages charges will be deducted from the amount due the Contractor.

~END OF INSTRUCTIONS~
### Testing Center Construction Dates

Green = Ok for construction, Yellow = Tentative for construction, Red = No construction on that day

#### May

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BID PROPOSAL
Renne Library Testing Center Renovation
PPA No. 18-2089

TO:
State of Montana, Montana State University
Campus Planning, Design & 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 HIP & HUMBLE ARCHITECTURE, 418 SOUTH 5TH AVENUE, BOZEMAN, MONTANA 59715, 406/581-3832, 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:**

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**ALTERNATE NO. 1:** ADD Three (3) private testing rooms and storage closet including walls, doors, door frames and associated mechanical and electrical items.
THE BIDDER AGREES TO ADD THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM OF:

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**ALTERNATE NO. 2:** ADD Widen existing opening and provide new counter
THE BIDDER AGREES TO ADD THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM OF:

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**ALTERNATE NO. 3:** ADD ADA door opener to existing entry door
THE BIDDER AGREES TO ADD THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM OF:

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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: _________________________________________________________________
This CONTRACT is made as of: 

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)

(Signature) (Print Name) (Title)
(Date)

Contractor’s Registration Certificate No.

Federal Tax Identification No.

Incorporated? No yes

Please refer to PPA No. in all correspondence.

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

John How, Director

(Date)
GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

State of Montana Version
(Form Revision Date: May 2, 2016)
## GENERAL CONDITIONS

### 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.

<table>
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<tr>
<th>ITEM</th>
<th>REFERENCE</th>
<th>GENERAL CONDITIONS</th>
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<tr>
<td>Prevailing Wage Rates</td>
<td>Article 3.4.4</td>
<td>The Commissioner of The Montana Department of Labor and Industry (DOL) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA.</td>
</tr>
<tr>
<td>Warranty</td>
<td>Article 3.5.2</td>
<td>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.</td>
</tr>
<tr>
<td>Schedule</td>
<td>Article 3.10.1</td>
<td>The Contractor's schedule shall be in the &quot;Critical Path Method&quot; and shall be in a form that is acceptable to the Owner and meet all the conditions of 3.10.</td>
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<tr>
<td>Time Limit on Claims</td>
<td>Article 4.5.1.1</td>
<td>Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such claim.</td>
</tr>
<tr>
<td>Weather Delays</td>
<td>Article 4.3.5.2</td>
<td>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.</td>
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<tr>
<td>Waiver of Consequential Damages</td>
<td>Article 4.3.6</td>
<td>The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract.</td>
</tr>
<tr>
<td>Mediation &amp; Arbitration</td>
<td>Article 4.5 &amp; 4.6</td>
<td>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.</td>
</tr>
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<td>Changes</td>
<td>Article 7</td>
<td>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.</td>
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<tr>
<td>Change Order Allowable Costs</td>
<td>Article 7.2.2.1</td>
<td>As described with a 5% allowance for overhead and a 10% allowance for profit.</td>
</tr>
<tr>
<td>Time</td>
<td>Article 8</td>
<td>Time is of the essence in performance, coordination, and completion of the Work contemplated herein.</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>Article 8.1.6</td>
<td>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.</td>
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<td>Contract Duration/Milestones/Phases</td>
<td>Article 8.1.8</td>
<td>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.</td>
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<td>Applications for Payment</td>
<td>Article 9.3.2</td>
<td>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.</td>
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<tr>
<td>Retainage</td>
<td>Article 9.3.7</td>
<td>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 piece, paper, 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.</td>
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<td>Safety &amp; Protection</td>
<td>Article 10</td>
<td>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.</td>
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<td>Indemnification and Insurance Requirements</td>
<td>Article 11</td>
<td>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.</td>
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<tr>
<td>Performance &amp; Payment Bonds</td>
<td>Article 11.7</td>
<td>The Contractor 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.</td>
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<tr>
<td>Payroll &amp; Basic Records</td>
<td>Article 13.8</td>
<td>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.</td>
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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 Contract 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 descendant of a person enrolled in an enrollment listing of the Bureau of Indian Affairs or in the enrollment listing of a recognized Indian tribe domiciled in the United States.

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

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

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

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

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

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

3.4.4.8. In accordance with 18-2-422(1) MCA, each job classification’s standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI’s “Building” or ‘Heavy/Highway” schedules and as part of these Contract Documents.
3.4.4.9. The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by the Owner, which ever is later.

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

3.5. **WARRANTY AND GUARANTEE**

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

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

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

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

3.6. **TAXES**

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

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

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

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

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

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

3.8. ALLOWANCES

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

3.8.2. Unless otherwise provided in the Contract Documents:

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

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

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

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

3.9. CONTRACTOR'S PERSONNEL

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

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

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

3.9.4. Prior to the commencement of any work, the Contractor shall prepare and submit a personnel listing and organizational chart in a format acceptable to the Owner which lists by name, phone number (including cell phone), job category, and responsibility the Contractor’s key/primary personnel who will work on the Project. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any
proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner at the time of the pre-construction conference.

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

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

3.10. CONSTRUCTION SCHEDULES

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

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

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

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

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

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

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

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

3.10.5.4. The Construction Schedule shall include: (i) the required commencement date, the required dates of Substantial Completion(s) and Final Acceptance for the complete Project and all phases (if any); (ii) any guideline and milestone dates required by the Owner or the Contract Documents; (iii) subcontractor and supplier schedules; (iv) a submittal schedule which allows sufficient time for review and action by the Architect/Engineer; (v) the complete sequence of all construction activities with start and completion dates; and, (vi) required decision dates.
3.10.5.5. By receiving, reviewing, and/or commenting on the Construction Schedule or any portion thereof (including logic and resource loading), neither the Owner or Architect/Engineer assume any of the Contractor’s responsibility or liability that the Schedule be coordinated or complete, or for timely and orderly completion of the Work.

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

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

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

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

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

3.10.9. Early Completion: The Contractor may attempt to achieve Substantial Completion(s) on or before the date(s) required in the Contract. However, such early completion shall be for the Contractor’s sole convenience and shall not create any real or implied additional rights to Contractor or impose any additional obligations on the Owner or Architect/Engineer. The Owner will not be liable for nor pay any additional compensation of any kind to the Contractor for achieving Substantial Completion(s) or Final Acceptance prior to the required dates as set forth in the Contract. The Owner will not be liable for nor pay any additional compensation of any kind should there by 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
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 deviations 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
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 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, 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 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 therefrom, 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://www2.montana.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

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<td>ARC</td>
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<td>Athletics (Fieldhouse etc.)</td>
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<td>64</td>
<td>$3,000.00</td>
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<tr>
<td>Plant BioScience</td>
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<td>448</td>
<td>$16,000.00</td>
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<tr>
<td>Plant Growth</td>
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<td>608</td>
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<td>VisComm (Black Box)</td>
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<td>1,300</td>
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<tr>
<td>Mech Room</td>
<td>501</td>
<td>2,004</td>
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# PROJECT CLOSEOUT CHECKLIST

**PROJECT TITLE:**

**CONTRACTOR:**

**CONSULTANT**

**DATE:**

**PA No.:**

**In absence of a Consultant, responsibilities will be determined at Pre-construction meeting**

---

## To be submitted with Application of Final Payment

<table>
<thead>
<tr>
<th>Contract Requirements</th>
<th>Date PM Verified</th>
<th>Date Completed</th>
<th>Required Documentation</th>
</tr>
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<td>Contractors Affidavit of Completion, MSU Form106 (all contracts)</td>
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<td>Final application for payment (all contracts)</td>
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<td>Certificate of Substantial Completion - MSU Form 107 (over $25K)</td>
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<td>Certificate of Final Acceptance - MSU Form118 (over $25K)</td>
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<td>Consent of Surety to final payment MSU Form103 (if over $25K)</td>
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## 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

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<thead>
<tr>
<th>Contractor Requirements</th>
<th>Date PM Verified</th>
<th>Date Completed</th>
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<tr>
<td>Final walk through and instructions to Owner</td>
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<td>As-built “red lined” drawings (PDF Color Scan of Redlined Construction Set)</td>
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<tr>
<td>Complete set of project shop drawings/Product Data (3Sets)</td>
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<td>Demonstration &amp; Training</td>
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<td>City of Bozeman Building Permits:</td>
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<td>□ Fire Alarm test &amp; Certificate</td>
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<tr>
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<tr>
<td>□ Plumbing &amp; HVAC test &amp; Inspection</td>
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<td>Final project inspection</td>
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<td>Notification of completion of punch list</td>
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<tr>
<td>Copy of warranty Binder</td>
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**Contractor Signature ____________________________________________**

**Consultant Signature ____________________________________________**

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Submit at Record Document Stage/Consultant shall submit Contractor Deliverables to Owner

<table>
<thead>
<tr>
<th>Consultant Requirements</th>
<th>Date PM Verified</th>
<th>Date Completed</th>
<th>Required Documentation</th>
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<td>2 Paper sets</td>
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<tr>
<td>Operation &amp; Maintenance Manuals: including warrantees or guarantees for all equipment</td>
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<tr>
<td>(2 copies – project, trades, building file, support manager: PDF &amp; Paper)</td>
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<td>□ HVAC</td>
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<td>□ Roof</td>
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<tr>
<td>□ Project Manual (Divisions 1-13)</td>
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**Consultant Signature ____________________________________________**

**Project Manager ____________________________________________**
MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2019

Effective: January 26, 2019

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 26, 2019

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, 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, Daniels, 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

<table>
<thead>
<tr>
<th>District</th>
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<th>Benefit</th>
</tr>
</thead>
<tbody>
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<td>$32.19</td>
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<td>$30.61</td>
</tr>
<tr>
<td>District 4</td>
<td>$32.19</td>
<td>$30.61</td>
</tr>
</tbody>
</table>

**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. $65.00/day
  - >120 mi. $80.00/day

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#### BRICK, BLOCK, AND STONE MASONS

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</tr>
<tr>
<td>District 4</td>
<td>$28.71</td>
<td>$14.79</td>
</tr>
</tbody>
</table>

**Travel:**
- **All Districts**
  - 0-45 mi. free zone
  - >45-60 mi. $32.50/day
  - >60-90 mi. $62.00/day
  - >90 mi. $75.00/day

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#### CARPENTERS

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</tr>
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<tr>
<td>District 4</td>
<td>$23.00</td>
<td>$13.07</td>
</tr>
</tbody>
</table>

**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

<table>
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<th>Benefit</th>
</tr>
</thead>
<tbody>
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<tr>
<td>District 4</td>
<td>$22.21</td>
<td>$12.18</td>
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</tbody>
</table>

Duties Include:
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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

<table>
<thead>
<tr>
<th>District</th>
<th>Wage</th>
<th>Benefit</th>
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</tr>
<tr>
<td>District 4</td>
<td>$27.41</td>
<td>$13.25</td>
</tr>
</tbody>
</table>

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.

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

<table>
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<th>District</th>
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</tr>
<tr>
<td>4</td>
<td>$28.20</td>
<td>$13.25</td>
</tr>
</tbody>
</table>

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; Gravel Conveyor; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydraulift 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.

### Zone Pay:

- **All Districts**
  - 0-30 mi. free zone
  - >30-60 mi. base pay + $3.50/hr.
  - >60 mi. base pay + $5.50/hr.

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### Construction Equipment Operators Group 3

<table>
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</tr>
<tr>
<td>4</td>
<td>$28.95</td>
<td>$13.25</td>
</tr>
</tbody>
</table>

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.

### Zone Pay:

- **All Districts**
  - 0-30 mi. free zone
  - >30-60 mi. base pay + $3.50/hr.
  - >60 mi. base pay + $5.50/hr.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

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<td>4</td>
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</table>

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

Zone Pay:
- **All Districts**
  - 0-30 mi. free zone
  - >30-60 mi. base pay + $3.50/hr.
  - >60 mi. base pay + $5.50/hr.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

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<tr>
<td>4</td>
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<td>$13.25</td>
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</table>

This group includes but is not limited to:
- Cranes, 45 tons up to and incl. 74 tons

Zone Pay:
- **All Districts**
  - 0-30 mi. free zone
  - >30-60 mi. base pay + $3.50/hr.
  - >60 mi. base pay + $5.50/hr.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

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</table>

This group includes but is not limited to:
- Cranes, 75 tons up to and incl. 149 tons
- Cranes, Whirley (All)

Zone Pay:
- **All Districts**
  - 0-30 mi. free zone
  - >30-60 mi. base pay + $3.50/hr.
  - >60 mi. base pay + $5.50/hr.

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

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<tr>
<td>4</td>
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</tbody>
</table>

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.

### CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

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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 LABORERS GROUP 2

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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

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</table>

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Graderman); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemam; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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 4

<table>
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<tr>
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</tr>
<tr>
<td>4</td>
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<td>$9.67</td>
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</table>

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.

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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DRYWALL APPLICATORS

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<tr>
<td>4</td>
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</table>

Duties Include:
Drywall and ceiling tile installation.

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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ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

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<td>District 4</td>
<td>$33.58</td>
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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

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<tr>
<td>District 4</td>
<td>$52.41</td>
<td>$33.00</td>
</tr>
</tbody>
</table>

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $42.01/day
>25-35 mi. $84.01/day
>35 mi. $84.90/day or cost of receipts for hotel and meals, whichever is greater.

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### FLOOR LAYERS (EXCEPT CARPET, WOOD, AND HARD TILES)

**No Rate Established**

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

**Travel and Per Diem:**
- **All Districts**
  - No travel or per diem established

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### GLAZIERS

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<td>$19.81</td>
<td>$3.02</td>
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**Travel and Per Diem:**
- **All Districts**
  - No travel or per diem established.

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### HEATING AND AIR CONDITIONING

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<th>Benefit</th>
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</tr>
<tr>
<td>District 4</td>
<td>$29.62</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

**Duties Include:**
Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

**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**
  - $70/day

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### INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

<table>
<thead>
<tr>
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<th>Benefit</th>
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</thead>
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<tr>
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</tr>
<tr>
<td>District 4</td>
<td>$31.17</td>
<td>$19.47</td>
</tr>
</tbody>
</table>

**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. $86.00/day on jobs requiring an overnight stay plus
    - $0.56/mi. if transportation is not provided.
    - $0.20/mi. if in company vehicle.

### IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

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</tr>
<tr>
<td>District 4</td>
<td>$27.25</td>
<td>$22.14</td>
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</tbody>
</table>

**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. $40.00/day
  - >60-100 mi. $65.00/day
  - >100 mi. $85.00/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. $60.00/day
  - >85 mi. $90.00/day

### MILLWRIGHTS

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</tr>
<tr>
<td>District 4</td>
<td>$33.00</td>
<td>$13.07</td>
</tr>
</tbody>
</table>

**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

<table>
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<th>District</th>
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<tr>
<td>District 4</td>
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Travel and Per Diem:
All Districts
No travel or per diem established.

PILE BUCKS

<table>
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<th>Wage</th>
<th>Benefit</th>
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<tr>
<td>District 3</td>
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</tr>
<tr>
<td>District 4</td>
<td>$30.00</td>
<td>$13.07</td>
</tr>
</tbody>
</table>

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:
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.

PLASTERERS

<table>
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<th>Benefit</th>
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<tr>
<td>District 4</td>
<td>$22.21</td>
<td>$12.18</td>
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</table>

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + $2.95/hr.
>60 mi. base pay + $4.75/hr

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.
PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

<table>
<thead>
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<tr>
<td>District 4</td>
<td>$32.31</td>
<td>$18.36</td>
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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. $30.00/day
- >80 mi. $60.00/day

**Special Provision:**
If employer provides transportation, travel pay will be $\frac{1}{2}$ 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**

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<td>District 4</td>
<td>$19.45</td>
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</table>

**Duties Include:**
Metal roofing.

**Travel:**

- **District 1**
  - 0-50 mi. free zone
  - >50 mi. $0.35/mi.
- **District 2 and 3**
  - 0-25 mi. free zone
  - >25 mi. $0.35/mi only when employer doesn’t provide transportation.
- **District 4**
  - 0-30 mi. free zone
  - >30 mi. $0.25/mi only when employer doesn’t provide transportation.

**Per Diem:**

- **District 1**
  - Employer pays for room + $25.00/day.
- **District 2, 3, and 4**
  - Employer pays for room + $25.00/day.

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**SHEET METAL WORKERS**

<table>
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</tr>
<tr>
<td>District 4</td>
<td>$29.62</td>
<td>$18.00</td>
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</table>

**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.

**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**
  - $70.00/day

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SOLAR PHOTOVOLTAIC INSTALLERS

<table>
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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

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<td>District 4</td>
<td>$34.35</td>
<td>$20.44</td>
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Travel:

- **All Districts**: 0-60 mi. free zone
  
  >60-80 mi. $19.00/day
  
  >80-100 mi. $29.00/day
  
  >100 mi. $100.00/day

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.

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TAPERS

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Travel and Per Diem:
All Districts
No travel or per diem established.

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

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<th>District</th>
<th>Wage</th>
<th>Benefit</th>
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<td>$7.25</td>
</tr>
</tbody>
</table>

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 $75.00/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.

TILE, TERRAZZO AND MARBLE FINISHERS

No Rate Established

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

TILE, TERRAZZO AND MARBLE SETTERS

No Rate Established

Duties Include:
Apply 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
TRUCK DRIVERS

No Rate Established

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.
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. This project is the third phase expansion of the existing testing center in the lower level of the Renne Library building on the Bozeman Campus of Montana State University. This phase of work includes some minor demolition and the construction of expanded facilities. The base contract is for the conversion of the existing storage space to a paper testing room, and includes associated mechanical and electrical items, as well as framing, drywall, carpet, acoustic ceiling and painting, as well as carrels.

   2. There are three add alternates:
      a. Add alternate 1: subdivision of the project area to provide three new private testing rooms and one new storage closet; and will include related mechanical and electrical work for these new testing and storage rooms.
      b. Add alternate 2: widening an existing transaction opening and replacing the related counter.
      c. Add alternate 3: provide and install new ADA door opener to existing entry door.

C. Site Information
   1. Renne Library Basement adjacent to the existing Testing Center.
   2. Scope of work includes, but is not necessarily limited to, minor demolition of a portion of existing metal stud and GWB wall, relocation / modification of some existing mechanical ductwork and equipment, construction of three new private testing rooms, one new storage closet and one paper testing room within an existing storage area. These new rooms will be metal stud framed with painted gypsum wall board finish. Floors will receive new tile carpeting and all new ceilings will be a suspended acoustical ceiling system. Scope of work will also include associated mechanical and electrical work for these new testing and storage rooms. Construction access to the space is indicated on the drawings.

D. Contracts
   1. Contracts shall be under one General Contract and shall include, but not be limited to, all labor, materials, and supervision necessary to furnish and install the Work.

E. Work Sequence
   1. The work will be conducted in one (1) phase to provide the least possible interference to the activities of the Owner's personnel and activities.
2. The Contractor will have access to the space only during previously arranged hours in coordination with the Testing Center Schedule from the date of receipt of the contract.

3. Please see attached tentative schedule for available work days. Green dates are available, red are unavailable, and yellow are tentatively available.

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 the South service drive as indicated on the drawings 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
Testing Center Construction Dates

Green = Ok for construction, Yellow = Tentative for construction, Red = No construction on that day

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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
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. Alternate: The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Description of Alternates
   See Bid Proposal for details

END OF SECTION
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
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 Division1 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
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
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 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:

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.


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
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
WARRANTIES AND BONDS

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
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:

   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.

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

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:

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.
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.
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
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
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.

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 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 05 4000
COLD-FORMED METAL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Formed steel stud interior wall framing.

1.02 RELATED REQUIREMENTS
A. Section 09 2116 - Gypsum Board Assemblies: Lightweight, non-load bearing metal stud framing.

1.03 REFERENCE STANDARDS
A. AISI S100-12 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2012.
C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
D. ASTM C955 - Standard Specification for Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging for Screw Application of Gypsum Panel Products and Metal Plaster Bases; 2015.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordinate with work of other sections that is to be installed in or adjacent to the metal framing system, including but not limited to structural anchors, cladding anchors, utilities, insulation, and firestopping.

1.05 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate component details, framed openings, bearing, anchorage, loading, welds, and type and location of fasteners, and accessories or items required of related work.
   1. Describe method for securing studs to tracks and for bolted framing connections.
   2. Provide design engineer's stamp on shop drawings.
C. Manufacturer's Installation Instructions: Indicate special procedures, conditions requiring special attention.

1.06 QUALITY ASSURANCE
A. Designer Qualifications: Design framing system under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State in which the Project is located.
B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, and with minimum three years of documented experience.
C. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Metal Framing:
4. Substitutions: See Section 01 6000 - Product Requirements.

B. Framing Connectors and Accessories:

2.02 FRAMING SYSTEM

A. Provide primary and secondary framing members, bridging, bracing, plates, gussets, clips, fittings, reinforcement, and fastenings as required to provide a complete framing system.

B. Design Criteria: Provide completed framing system having the following characteristics:
   1. Design: Calculate structural characteristics of cold-formed steel framing members according to AISI S100-12.
   2. Structural Performance: Design, engineer, fabricate, and erect to withstand specified design loads for project conditions within required limits.
   3. Design Loads: In accordance with applicable codes.
   4. Able to tolerate movement of components without damage, failure of joint seals, undue stress on fasteners, or other detrimental effects when subject to seasonal or cyclic day/night temperature ranges.
   5. Able to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.

2.03 FRAMING MATERIALS

A. Studs and Track: ASTM C955; studs formed to channel, "C", or "Sigma" shape with punched web; U-shaped track in matching nominal width and compatible height.
   1. Gage and Depth: As required to meet specified performance levels.

B. Framing Connectors: Factory-made, formed steel sheet.
   1. Material: ASTM A653/A653M SS Grade 40 (minimum), with G90/Z275 hot dipped galvanized coating for base metal thickness less than 10 gage, 0.1345 inch (3.42 mm), and factory punched holes.
   2. Structural Performance: Maintain load and movement capacity required by applicable code, when evaluated in accordance with AISI S100-12.
   3. Movement Connections: Provide mechanical anchorage devices that accommodate movement using slotted holes, shouldered screws or screws and anti-friction or stepped bushings, while maintaining structural performance of framing. Provide movement connections at the following locations:
      a. Where top of stud wall terminates below structural floor or roof, connect studs to structure in manner allowing vertical and horizontal movement of slab without affecting studs; allow for minimum movement of 1/2 inch (13 mm).

2.04 ACCESSORIES

A. Bracing, Furring, Bridging: Formed sheet steel, thickness determined for conditions encountered; finish to match framing components.

B. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.05 FASTENERS

A. Self-Drilling, Self-Tapping Screws, Bolts, Nuts and Washers: Hot dip galvanized per ASTM A153/A153M.

B. Anchorage Devices: Powder actuated.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrate surfaces are ready to receive work.

B. Verify field measurements and adjust installation as required.
3.02 INSTALLATION OF STUDS

A. Install components in accordance with manufacturers' instructions and ASTM C1007 requirements.

B. Place studs at 16 inches (400 mm) on center; not more than 2 inches (50 mm) from abutting walls and at each side of openings. Connect studs to tracks using fastener method.

C. Construct corners using minimum of three studs. Install double studs at wall openings, door and window jambs.

D. Install intermediate studs above and below openings to align with wall stud spacing.

E. Provide deflection allowance in stud track, directly below horizontal building framing at non-load bearing framing.

F. Attach cross studs to studs for attachment of fixtures anchored to walls.

G. Install framing between studs for attachment of mechanical and electrical items, and to prevent stud rotation.

H. Touch-up field welds and damaged galvanized surfaces with primer.

END OF SECTION
SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Non-structural dimension lumber framing.
B. Rough opening framing for doors, windows, and roof openings.
C. Concealed wood blocking, nailers, and supports.

1.02 RELATED REQUIREMENTS
A. Section 09 2116 - Gypsum Board Assemblies: Gypsum-based sheathing.

1.03 REFERENCE STANDARDS
B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

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

1.05 DELIVERY, STORAGE, AND HANDLING
A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS
A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
   2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS
A. Sizes: Nominal sizes as indicated on drawings, S4S.
B. Moisture Content: S-dry or MC19.
C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No. 2 or Standard Grade.
   2. Boards: Standard or No. 3.

2.03 ACCESSORIES
A. Fasteners and Anchors:
   2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
   3. Anchors: Bolt or ballistic fastener for anchorages to steel.
2.04 FACTORY WOOD TREATMENT
   A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

PART 3 EXECUTION

3.01 PREPARATION
   A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL
   A. Select material sizes to minimize waste.
   B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
   C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS
   A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
   B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
   C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
   D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
   E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
   F. Provide the following specific non-structural framing and blocking:
      1. Cabinets and shelf supports.
      2. Wall-mounted door stops.
      3. Chalkboards and marker boards.

3.04 CLEANING
   A. Waste Disposal: Comply with the requirements of Section 01 7419 - Construction Waste Management and Disposal.
      1. Comply with applicable regulations.
      2. Do not burn scrap on project site.
      3. Do not burn scraps that have been pressure treated.
      4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or “waste-to-energy” facilities.
   B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
   C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
A. Finish carpentry items.
B. Custom wood furniture.
C. Wood door frames, glazed frames.
D. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS
A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
B. Section 06 4100 - Architectural Wood Casework: Shop fabricated custom cabinet work.
C. Section 08 1416 - Flush Wood Doors.
D. Section 09 9123 - Interior Painting: Painting and finishing of finish carpentry items.

1.03 REFERENCE STANDARDS
C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
E. BHMA A156.9 - American National Standard for Cabinet Hardware; 2015.
G. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

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

1.05 QUALITY ASSURANCE
A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING
A. Protect work from moisture damage.
B. Protect work from damage during transport and installation.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS
A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
B. Interior Woodwork Items:
   1. Moldings, Bases, Casings, and Miscellaneous Trim: Maple wood; prepare for stain and sealer finish.
   2. Furniture, Testing Cubicles: Maple wood and maple veneer plywood as indicated on the drawings; prepare for stain and sealer finish.

2.02 WOOD-BASED COMPONENTS
A. Wood fabricated from old growth timber is not permitted.
2.03 LUMBER MATERIALS
A. Hardwood Lumber: Maple species, Plain sawn, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

2.04 SHEET MATERIALS
A. Hardwood Plywood: Face species Maple, plain sawn, book matched, veneer core; HPVA HP-1, Front Face Grade AA, Back Face Grade 1, glue type as recommended for application.

2.05 PLASTIC LAMINATE MATERIALS
A. Plastic Laminate: NEMA LD 3, HGS; Neutra Matrix color; textured, low gloss finish; #MR2003T manufactured by Nevamar for transaction counter and cubicle work surfaces.
B. Laminate Adhesive: Type recommended by laminate manufacturer to suit application; not containing formaldehyde or other volatile organic compounds.

2.06 FASTENINGS
A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.
B. Fasteners: Of size and type to suit application; chromium finish in concealed locations and stainless steel finish in exposed locations.
C. Concealed Joint Fasteners: Threaded steel. All joints are to be glued and mechanically fastened.

2.07 ACCESSORIES
A. Lumber for Shimming, Blocking, and concealed framing: Softwood lumber of pine or fir species.
B. Wood edge trim for counter and work surface edges: 3/4” x 1-1/2” solid maple wood.
C. Wood edge trim for hardwood plywood: 3/8” x 3/4” solid maple wood.
D. Wood Filler: Solvent base, tinted to match surface finish color.
E. Attachment Accessories: As indicated on drawings.

2.08 HARDWARE
A. Hardware: Comply with BHMA A156.9.

2.09 FABRICATION
A. Shop assemble work for delivery to site, permitting passage through building openings.
B. Fit exposed sheet material edges with 3/8 inch (9 mm) matching hardwood edging. Use one piece for full length only.
C. Cap exposed plastic laminate finish edges with material of same finish and pattern.
D. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
E. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises.

2.10 SHOP FINISHING
A. Sand work smooth and set exposed nails and screws.
B. Apply wood filler in exposed nail and screw indentations.
C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
D. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
   1. Transparent:
      a. System - 11, Polyurethane, Catalyzed.
b. Stain: As selected by Architect.
c. Sheen: Satin.
E. Back prime woodwork items to be field finished, prior to installation.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
B. Set and secure materials and components in place, plumb and level.
C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

3.02 PREPARATION FOR SITE FINISHING

A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
B. Site Finishing: See Section 09 9123.

3.03 TOLERANCES

A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

END OF SECTION
SECTION 08 1416
FLUSH WOOD DOORS

PART 1  GENERAL

1.01  SECTION INCLUDES
A. Flush wood doors; flush and flush glazed configuration; non-rated and door hardware.

1.02  RELATED REQUIREMENTS
A. Section 06 2000 - Finish Carpentry: Wood door frames.
B. Section 08 8000 - Glazing.

1.03  REFERENCE STANDARDS
A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
B. WDMA I.S. 1A - Interior Architectural Wood Flush Doors; 2013.

1.04  SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
C. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
D. Specimen warranty.
E. Warranty, executed in Owner's name.

1.05  QUALITY ASSURANCE
A. Maintain one copy of the specified door quality standard on site for review during installation and finishing.
B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than five years of documented experience.

1.06  DELIVERY, STORAGE, AND HANDLING
A. Package, deliver and store doors in accordance with specified quality standard.
B. Accept doors on site in manufacturer's packaging. Inspect for damage.
C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

1.07  WARRANTY
A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
B. Interior Doors: Provide manufacturer's warranty for the life of the installation.
C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2  PRODUCTS

2.01  MANUFACTURERS
A. Wood Veneer Faced Doors:
   6. Substitutions: See Section 01 6000 - Product Requirements.
2.02 DOORS
A. Doors: Refer to drawings for locations and additional requirements.
   1. Quality Standard: Custom Grade, Standard Duty performance, in accordance with WDMA I.S. 1A.
   2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
B. Interior Doors: 1-3/4 inches (44 mm) thick unless otherwise indicated; flush construction.
   1. Provide solid core doors at each location.
   2. Maple wood veneer facing with factory transparent finish.

2.03 DOOR AND PANEL CORES
A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.

2.04 DOOR FACINGS
A. Veneer Facing for Transparent Finish: Species as specified above, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, center balance match of spliced veneer leaves assembled on door or panel face.
   1. Vertical Edges: Any option allowed by quality standard for grade.
   2. “Pair Match” each pair of doors; “Set Match” pairs of doors within 10 feet (3 m) of each other when doors are closed.

2.05 DOOR CONSTRUCTION
A. Fabricate doors in accordance with door quality standard specified.
B. Cores Constructed with stiles and rails:
   1. Provide solid blocks at lock edge for hardware reinforcement.
   2. Provide solid blocking for other throughbolted hardware.
C. Where supplementary protective edge trim is required, install trim after veneer facing has been applied full-width.
D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
   1. Exception: Doors to be field finished.
F. Provide edge clearances in accordance with the quality standard specified.

2.06 FACTORY FINISHING - WOOD VENEER DOORS
A. Finish work in accordance with WDMA I.S. 1A for grade specified and as follows:
B. Factory finish doors in accordance with approved sample.
C. Seal door top edge with color sealer to match door facing.

2.07 ACCESSORIES
A. Glazing Stops: Wood, of same species as door facing, butted corners; prepared for countersink style tamper proof screws.

2.08 HARDWARE
A. Provide ADA Accessible lever handle door hardware of quality, style and finish to match adjacent existing door hardware.
B. Provide Best 93K with Best core "F" keyway; Finish: 626 satin chromium plated.
C. Automatic door bottom sound seal: Pemko 4131 with clear anodized aluminum finish on frame and black neoprene seal.
D. Perimeter door sound seals: Pemko 312R screw applied EPDM sponge gasketing on surface combined with Pemko S44 adhesive backed concealed perimeter gasketing. Exposed metal and anchor screws to be clear anodized aluminum or stainless steel.
E. ADD ALTERNATE #3: Furnish and install a new fully ADA compliant low energy (wireless) swing door operator and control buttons on the existing entry door. Provide a Norton/Assa Abloy 5800 series ADAEZ operator with ADAEZ PRO installation kit including narrow style push buttons with wireless transmitters and all other associated components to provide a fully functioning system.

1. As part of this alternate, remove existing door latch, fix the existing door hand (make stationary) and add a dead bolt lock as required for this door to provide security to the Testing Center and allow correct operation of the new ADA door operator.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify existing conditions before starting work.
B. Verify that opening sizes and tolerances are acceptable.
C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION
A. Install doors in accordance with manufacturer's instructions and specified quality standard.
B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
C. Use machine tools to cut or drill for hardware.
D. Coordinate installation of doors with installation of frames and hardware.
E. Coordinate installation of glazing.

3.03 TOLERANCES
A. Conform to specified quality standard for fit and clearance tolerances.
B. Conform to specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING
A. Adjust doors for smooth and balanced door movement.
B. Adjust closers for full closure.

END OF SECTION
SECTION 08 8000
GLAZING

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Glazing units.
B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS
A. Section 06 2000 - Finish Carpentry: Wood Framed components with requirement for glass.
B. Section 08 1416 - Flush Wood Doors: Glazed lites in doors.

1.03 REFERENCE STANDARDS
H. GANA (GM) - GANA Glazing Manual; 2009.

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.

1.05 QUALITY ASSURANCE
A. Perform Work in accordance with GANA (GM) and GANA (SM) for glazing installation methods. Maintain one copy on site.
B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years of documented experience.
C. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years documented experience.

1.06 FIELD CONDITIONS
A. Do not install glazing when ambient temperature is less than 50 degrees F (10 degrees C).
B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

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

PART 2 PRODUCTS
2.01 GLASS MATERIALS
A. Float Glass: Provide float glass based glazing unless noted otherwise.
1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality-Q3.
2. Heat-Strengthened and Fully Tempered Types: ASTM C1048, Kind HS and FT.
3. Tinted Type: ASTM C1036, Class 2 - Tinted, Quality-Q3, color and performance characteristics as indicated.
4. Thicknesses: As indicated; provide greater thickness as required for exterior glazing wind load design.

2.02 GLAZING UNITS
A. Type G-2 - Monolithic Interior Vision Glazing:
   1. Applications: Interior glazing unless otherwise indicated including glazed lites in doors, glazed sidelights to doors and other locations required by applicable codes and regulations.
   2. Glass Type: Fully tempered float glass.
   3. Tint: Clear.
   4. Thickness: 1/4 inch (6.4 mm), nominal.
   5. Glazing Method: Wet/dry glazing method, preformed tape and sealant.

2.03 GLAZING COMPOUNDS
A. Type GC-3 - Polysulfide Sealant: Two component; chemical curing, non-sagging type; ASTM C920, Type M, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 15 to 25; clear or black color.
B. Type GC-5 - Silicone Sealant: Single component; neutral curing; capable of water immersion without loss of properties; non-bleeding, non-staining; ASTM C920, Type S, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 15 to 25; clear or black color.
C. Manufacturers:
   5. Substitutions: Refer to Section 01 6000 - Product Requirements.

2.04 ACCESSORIES
A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option I. Length of 0.1 inch for each square foot (25 mm for each square meter) of glazing or minimum 4 inch (100 mm) x width of glazing rabbet space minus 1/16 inch (1.5 mm) x height to suit glazing method and pane weight and area.
B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option I. Minimum 3 inch (75 mm) long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.
C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; size appropriate for installation; color: black.
D. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option I; color black.
E. Glazing Clips: Manufacturer's standard type.

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 PREPARATION
   A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
   B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
   C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION, GENERAL
   A. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.

3.04 INSTALLATION - WET/DRY GLAZING METHOD (TAPE AND SEALANT)
   A. Application - Interior Glazed: Set glazing infills for the interior of the building.
   B. Cut glazing tape to length and install against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.
   C. Place setting blocks at 1/4 points with edge block no more than 6 inch (152 mm) from corners.
   D. Rest glazing on setting blocks and push against tape to ensure full contact at perimeter of pane or unit.
   E. Install removable stops, spacer shims inserted between glazing and applied stops at 24 inch (610 mm) intervals, 1/4 inch (6 mm) below sight line.
   F. Fill gaps between pane and applied stop with specified type sealant to depth equal to bite on glazing, to uniform and level line.
   G. Carefully trim protruding tape with knife.

3.05 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.

3.06 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. Metal stud wall framing.
   C. Acoustic insulation.
   D. Gypsum wallboard.
   E. Joint treatment and accessories.
   F. Acoustic (sound-dampening) wall and ceiling board.

1.02 RELATED REQUIREMENTS
   A. Section 05 4000 - Cold-Formed Metal Framing: Exterior wind-load-bearing metal stud framing.
   B. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.

1.03 REFERENCE STANDARDS
   A. AISI S100-12 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2012.
   B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
   H. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
   I. 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.
   N. ASTM E413 - Classification for Rating Sound Insulation; 2016.

1.04 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
C. Test Reports: For stud framing products that do not comply with ASTM C645 or ASTM C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

1.05 QUALITY ASSURANCE
A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum three years of experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES
A. Provide completed assemblies complying with ASTM C840 and GA-216.
B. Interior Partitions, Indicated as Acoustic: Provide completed assemblies with the following characteristics:
   1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

2.02 METAL FRAMING MATERIALS
A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf (L/120 at 240 Pa).
   1. Studs: "C" shaped with flat or formed webs with knurled faces.
   2. Runners: U shaped, sized to match studs.
B. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
   1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI S100-12.

2.03 BOARD MATERIALS
A. Manufacturers - Gypsum-Based Board:
   2. CertainTeed Corporation; www.certainteed.com/#sle.
   5. USG Corporation; www.usg.com/#sle.
   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).
C. Acoustical Sound Dampening Wall and Ceiling Board: Two layers of heavy paper faced, high density gypsum board separated by a viscoelastic polymer layer and capable of achieving STC rating of 50 or more in typical stud wall assemblies as calculated in accordance with ASTM E413 and when tested in accordance with ASTM E90.
   1. Thickness: 5/8 inch (16 mm).
   2. Long Edges: Tapered.
   3. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
   4. Products:
      b. Substitutions: See Section 01 6000 - Product Requirements.
2.04 ACCESSORIES
   A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: 3-1/2 inch (_____ mm) or as indicated on drawings to match stud thickness.
   B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
      1. Products:
         b. Substitutions: See Section 01 6000 - Product Requirements.
   C. 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 L-bead at exposed panel edges.
   D. 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. Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners, except as otherwise indicated.
   E. 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.
   F. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch (0.84 to 2.84 mm) in Thickness: ASTM C954; steel drill screws, corrosion resistant.
   G. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

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

3.02 FRAMING INSTALLATION
   A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
   B. Studs: Space studs at 16 inches on center (at 406 mm on center).
      1. Extend partition framing to structure in all locations.
      2. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
   C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
   D. Blocking: Install wood blocking for support of:
      1. Framed openings.
      2. Wall mounted cabinets.
      3. Wall mounted door hardware.

3.03 ACOUSTIC ACCESSORIES INSTALLATION
   A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
   B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
1. Place two beads continuously on substrate before installation of perimeter framing members.
2. Place continuous bead at perimeter of each layer of gypsum board.
3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.04 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.
   1. Exception: Tapered edges to receive joint treatment at right angles to framing.
C. Double-Layer Non-Rated: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Use acoustical sound dampening wall board as indicated on the drawings. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
D. Installation on Metal Framing: Use screws for attachment of gypsum board.

3.05 INSTALLATION OF TRIM AND ACCESSORIES
A. Control Joints: Place control joints consistent with lines of building spaces and as follows:
   1. Not more than 30 feet (10 meters) apart on walls over 50 feet (16 meters) long.
B. Corner Beads: Install at external corners, using longest practical lengths.
C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.06 JOINT TREATMENT
A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
   1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated. All walls and ceilings to be smooth finish (non textured).
   2. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
B. 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).

3.07 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 5100
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Suspended metal grid ceiling system.
B. Acoustical units.

1.02 RELATED REQUIREMENTS
A. Section 21 1300 - Fire-Suppression Sprinkler Systems: Sprinkler heads in ceiling system.
B. Section 26 5100 - Interior Lighting: Light fixtures in ceiling system.

1.03 REFERENCE STANDARDS
D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.
E. ITS (DIR) - Directory of Listed Products; current edition.

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate grid layout and related dimensioning.
C. Product Data: Provide data on suspension system components.
D. Samples: Submit two samples 6 by 6 inch (____ by ____ mm) in size illustrating material and finish of acoustical units.
E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.

1.05 QUALITY ASSURANCE
A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.
B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.

1.06 FIELD CONDITIONS
A. Maintain uniform temperature of minimum 60 degrees F (16 degrees C), and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Acoustic Tiles/Panels:
   2. CertainTeed Corporation; ____: www.certainteed.com/#sle.
   3. USG; ____: www.usg.com/#sle.
   4. Substitutions: See Section 01 6000 - Product Requirements.
B. Suspension Systems:
   1. Same as for acoustical units.
2.02 ACOUSTICAL UNITS

A. Acoustical Units - General: ASTM E1264, Class A.

B. Acoustical Tile: Painted mineral fiber, ASTM E1264 Type III, with the following characteristics:
   1. Size: 24 by 48 inches (____ by ____ mm).
   2. Thickness: 3/4 inches (____ mm).
   4. Light Reflectance: .83 percent, determined in accordance with ASTM E1264.
   5. NRC Range: .5 to .55, determined in accordance with ASTM E1264.
   7. Edge: Square tegular.
  10. Suspension System: Exposed grid Type Second Look.

2.03 SUSPENSION SYSTEM(S)

A. Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.

B. Manufacturer: Same as acoustical units.

C. Exposed Steel Suspension System Type ____: Formed steel, commercial quality cold rolled; heavy-duty.

D. Fire-Rated Exposed Steel Suspension System: Formed steel, commercial quality cold rolled; heavy-duty.
   1. Profile: Tee; 9/16 inch (14 mm) wide face as required for second look tile.
   2. Construction: Double web.

2.04 ACCESSORIES

A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.

B. Perimeter Moldings: Same material and finish as grid.
   1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.

C. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.

B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.

C. Locate system on room axis according to reflected plan.

D. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.

E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.

G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

H. Support fixture loads using supplementary hangers located within 6 inches (150 mm) of each corner, or support components independently.

I. Do not eccentrically load system or induce rotation of runners.

J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
   1. Use longest practical lengths.
   2. Overlap and rivet corners.

3.03 INSTALLATION - ACOUSTICAL UNITS

A. Install acoustical units in accordance with manufacturer's instructions.

B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.

C. Fit border trim neatly against abutting surfaces.

D. Install units after above-ceiling work is complete.

E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.

F. Cutting Acoustical Units:
   1. Cut to fit irregular grid and perimeter edge trim.
   2. Make field cut edges of same profile as factory edges.
   3. Double cut and field paint exposed reveal edges.

G. Where round obstructions occur, provide preformed closures to match perimeter molding.

H. Install hold-down clips on panels within 20 ft (6 m) of an exterior door.

3.04 TOLERANCES

A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet (3 mm in 3 m).

B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION
SECTION 09 6813
TILE CARPETING

PART 1  GENERAL

1.01 SECTION INCLUDES
   A. Carpet tile, fully adhered.
   B. Resilient wall base.

1.02 REFERENCE STANDARDS
   B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.

1.03 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected to match existing carpet.
   C. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
   D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
   E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
      1. See Section 01 6000 - Product Requirements, for additional provisions.
      2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

1.04 QUALITY ASSURANCE
   A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum five years documented experience.
   B. Installer Qualifications: Company specializing in installing carpet tile with minimum three years documented experience and approved by carpet tile manufacturer.

1.05 FIELD CONDITIONS
   A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2  PRODUCTS

2.01 MANUFACTURERS
   A. Tile Carpeting:
      1. Interface, Inc; ____ : www.interfaceinc.com/#sle.
      2. Lees Carpets; ____ : www.leescarpets.com/#sle.
      4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIALS
   A. Tile Carpeting: Tufted, manufactured in one color dye lot.
      1. Product: To match existing manufactured by selected sample.
      2. Tile Size: 18 by 18 inch (450 by 450 mm), nominal.

2.03 ACCESSORIES
   A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
   B. Edge Strips: Embossed aluminum, silver color.
**PART 3 EXECUTION**

3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.

B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and pH.
   - Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.

3.02 PREPARATION

A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.

3.03 INSTALLATION

A. Starting installation constitutes acceptance of sub-floor conditions.

B. Install carpet tile in accordance with manufacturer's instructions.

C. Blend carpet from different cartons to ensure minimal variation in color match.

D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.

E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.

F. Locate change of color or pattern between rooms under door centerline.

G. Fully adhere carpet tile to substrate.

H. Trim carpet tile neatly at walls and around interruptions.

I. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

A. Remove excess adhesive without damage, from floor, base, and wall surfaces.

B. Clean and vacuum carpet surfaces.

END OF SECTION
SECTION 09 9123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.
B. Field application of paints, stains, and varnishes.
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.
   7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

A. Section 06 2000 - Finish Carpentry.
B. Section 09 2116 - Gypsum Board Assemblies.

1.03 REFERENCE STANDARDS

E. SSPPC V1 (PM1) - Good Painting Practice: Painting Manual, Volume 1; Fourth Edition.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer’s name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. MPI product number (e.g. MPI #47).
   3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
   1. Where sheen is specified, submit samples in only that sheen.
D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum five years documented experience.
B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience and approved by manufacturer.

1.06 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.

1.07 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. Minimum Application Temperatures for Paints: 50 degrees F (10 degrees C) for interiors unless required otherwise by manufacturer's instructions.
D. Minimum Application Temperature for Varnish Finishes: 65 degrees F (18 degrees C) for interior, unless required otherwise by manufacturer's instructions.
E. 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 used in any individual system from the same manufacturer; no exceptions.
B. Paints:
C. Transparent Finishes:
D. Stains:
E. Primer Sealers: Same manufacturer as top coats.
F. Substitutions: Not permitted.

2.02 PAINTS AND FINISHES - GENERAL
A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
   1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.
2. 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.

3. 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.

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. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Volatile Organic Compound (VOC) Content:
   1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
   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.

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board and concrete masonry units.
   1. Two top coats and one coat primer.
   2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143, 144, 145, 146, 147, or 148.
      a. Products:
         1) PPG Paints Pure Performance Interior Latex, 9-300XI Series, Eggshell. (MPI #144)
         2) Pratt & Lambert RedSeal Supreme Interior, Eggshell.
         3) Sherwin-Williams Harmony Interior Acrylic Latex, Egg-Shel. (MPI #144)
         4) Valspar Emblem Interior Latex, No. 54510 Series, Eggshell. (MPI #144)

B. Paint I-TR -W - Transparent Finish on Wood.
   1. 2 top coats over sanding sealer, no stain.
   3. Top Coat(s): Clear Water Based Varnish; MPI #128, 129, or 130.
      a. Products:
         1) PPG Paints Deft Interior Polyurethane WB Acrylic Satin, DFT 159.
         2) Sherwin-Williams Wood Classics Waterborne Polyurethane Varnish, Satin.
   4. Top Coat Sheen:
      a. Satin: MPI gloss level 4; 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. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
   3. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

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 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. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
F. Masonry:
   1. Prepare surface as recommended by top coat manufacturer.
G. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
H. 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. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
B. Apply products in accordance with manufacturer’s written instructions and recommendations in "MPI Architectural Painting Specification Manual".
C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
E. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
G. Sand wood and metal surfaces lightly between coats to achieve required finish.
H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
I. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
J. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
3.04 FIELD QUALITY CONTROL
   A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

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

3.06 PROTECTION
   A. Protect finishes until completion of project.
   B. Touch-up damaged finishes after Substantial Completion.

3.07 COLOR SCHEDULE
   A. Private Testing Rooms 019K-M, Storage 019N and Paper Testing Room 019O:
      1. Paint all new wall surfaces and surfaces of existing walls adjoining these rooms with SW 6372 Inviting Ivory color.
      2. See drawings for scope of ADD ALTERNATE #1 (Testing Rooms and Storage Room).
   B. Existing Waiting Area 019 and Existing Proctor Office 019B:
      1. Protect existing finishes from damage during construction activities or while completing work for ADD ALTERNATE #2.
      2. Touch-up walls to match existing adjacent wall color.
      3. Touch-up, repair or replace existing flooring and ceiling finishes to match existing.
      4. Touch-up or replace counter top and wood trim to match existing finishes to match existing.
   C. Existing entry door and display case wood:
      1. Protect existing oak display case, door and windows from damage during construction. If damage occurs during construction activities or while completing work for ADD ALTERNATE #3, refinish to match existing.
   D. All other existing areas of the testing center:
      1. No work in these rooms, protect from damage.

END OF SECTION
SECTION 210000– FIRE SUPPRESSION

PART 1  GENERAL

1.1 COMPLIANCE

A. The contractor is responsible for all system design and system modifications to an existing wet fire suppression system.

B. The sprinkler system shall comply with the requirements of the National Fire Protection Association Codes/Standards. (NFPA)

C. The system shall be complete with all related items and accessories and shall cover that portion of the building noted on the drawings to be protected.

D. All new piping shall be concealed within walls and ceilings.

1.2 WORK INCLUDED

A. The existing system shall be modified as required for new lay-in suspended ceilings and new interior walls as shown on the construction drawings. All areas of the renovation are heated.

1.3 CLASSIFICATION

A. Building is classified as Light Hazard.

B. Piping sizes and configurations shall be on the basis of hydraulic calculations.

1.4 QUALITY ASSURANCE

A. The Contractor for the fire protection installation shall be a qualified Fire Protection Contractor, regularly engaged in the installation of automatic fire sprinkler systems.

B. Contractor shall employ a fire protection technician certified at Level IV with the National Institute for Certification in Engineering Technologies (N.I.C.E.T.).

1.5 REFERENCE STANDARDS

A. Applicable State and Local Codes.

B. FM (Factory Mutual)

C. Guideline for Construction and Equipment of Hospital and Medical Facilities

D. NFPA (National Fire Protection Association)

E. IBC (International Building Code) with State of Montana Amendments

F. IFC (International Fire Code) with State of Montana Amendments

G. UL (Underwriter's Laboratories).

1.6 SUBMITTAL DATA

A. The sprinkler system submittal shall be submitted in digital format (.pdf). Manufacturer’s literature shall be provided for all equipment, including valves, gauges, compressors, sprinklers, alarms, etc., and all data sheets shall be marked to indicate the specific models and sizes which will be furnished.

B. Shop drawings consisting of the following shall be furnished:

1. Layout drawings of the respective area of the sprinkler system indicating the relationship of all overhead items including light fixtures, ducts, beams, ceiling air diffusers, etc. The location of risers, piping, etc. shall fulfill all functional requirements of the system and be in accord with restrictions set forth hereinbefore. Provide a building section showing pipe elevations.
2. Complete details and sections as required clearly defining and clarifying the design indicated by the aforementioned layout and plan.

3. Pipe sizes shall be included on the shop drawings as required by Code classification of hazard.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Automatic sprinkler heads: Reliable, Central, Automatic Sprinkler of America, Grinnell, Star Sprinkler, Viking, or approved equal.

2.2 PIPING

A. Piping, fittings, etc., shall be new, clean and of an approved material.

2.3 SPRINKLER HEADS

A. In finished/occupied areas, sprinkler heads shall be quick response, adjustable concealed pendant style. Cover plate shall be white, no larger than 3” diameter.

PART 3 EXECUTION

3.1 DESIGN CRITERIA

A. Contractor shall be responsible for all required laying out and hydraulically calculating the piping systems, including location of all valves, devices, and sprinkler heads. The standpipes and main feed piping design shall not be revised by the contractor except where conflicts may exist with other trades and as reviewed by the engineer. Lay out sprinkler system piping based on hazard rating as determined by the most stringent of the regulating agencies responsible for this facility, for the occupancy of the areas being sprinklered, Owner insurance company requirements, requirements of the governing authorities, and as indicated on the contract documents.

B. Coordinate location of sprinkler heads with reflected ceiling plans on Architectural drawings. Sprinkler heads shall be installed in the center of the ceiling tiles, or if that is not possible with 24 inch x 48 inch ceiling panels, center heads on the 24 inch dimension. Sprinkler heads are to be located symmetrically with the column lines of the building. Sprinkler heads in gypsum board or plaster ceilings are to be specifically located as required by the architect to coordinate with lighting, diffusers, speakers, detectors and architectural elements in the ceiling. Review the location of sprinkler heads in gypsum board or plaster ceilings with the architect prior to piping fabrication and installation.

C. Coordinate piping with other mechanical, electrical, and plumbing piping systems within the building. Any piping conflicts between systems or changes to the contract documents shall be removed and replaced by the contractor at the direction of the engineer and at no cost to the Owner.

3.2 RECORD DRAWINGS

A. Maintain a record set of drawings at the job site

3.3 INSTALLATION

A. Piping

1. Pipes must be run so as to provide minimum interferences with lighting fixtures, ducts, storage units, etc. The location of all piping must have the approval of the A/E. Shop drawings shall be reviewed and changes made until a system of piping with approved locations is agreed upon. Construction drawings showing architectural, structural, electrical, mechanical and fixtures shall be made available to the sprinkler company by the Contractor so their layout can be made and be compatible with the function of the building.

2. Sections of these specifications governing other piping systems in the building shall govern the sprinkler system. This includes hangers, sleeves, escutcheons, etc.
3. Cutting of structural members for passage of sprinkler pipes must be approved by structural engineer.
4. Piping shall be concealed in finished spaces. Exposed piping to be run only in unfinished spaces or where noted on the drawings.
5. Install heads in lay-in ceilings in the center of ceiling tiles.
6. Exposed sprinkler heads shall be connected to mains through a 1" tee which will accommodate a sprinkler connection for concealed pipe should a future ceiling be installed. The 1" tee may be bushed down for exposed piping of a smaller size.

3.4 TESTS
A. Test as required per code.

3.5 CLEANING
A. The Contractor shall thoroughly flush out the entire system upon its completion. Sections of the system may be flushed out as they are completed if they are isolated to maintain their cleanliness.

3.6 OPERATION AND INSTRUCTIONS
A. Certificate of Compliance: Upon completion of the fire protection system including testing, furnish the Owner a letter stating that the sprinkler systems have been installed and tested in accordance with NFPA Standard 13 and as specified hereinbefore.
1. This letter shall be signed by the NICET certified level IV individual who signed and sealed the fire protection design documents and by the local authority having jurisdiction.
B. Operational Instruction: Upon completion of the system, including receipt by the Owner of the “Certificate of Compliance”, the fire protection contractor shall provide an experienced representative of the fire protection system to instruct the Owner and/or his representative in all details of operating and maintaining the system.
C. Contractor shall provide operation and maintenance manuals in accordance with these specifications.

END OF SECTION 210000
DIVISION 23 HVAC

SECTION 230000 – GENERAL PROVISIONS FOR HVAC WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Standard General and Supplementary General Conditions, Division 1 Specification Sections, and other applicable Specification Sections including the Related Sections listed below, apply to this Section.

B. Take cognizance of any change required in this work which may be a direct result of any alternate bid item listed and include the price deemed necessary to meet the requirements of the respective alternate.

1.2 SCOPE OF WORK:

A. The Contractor shall provide labor, materials, equipment, items, articles, operations and methods listed, shown, scheduled, or mentioned on the drawings, and/or specified, including all incidentals required for their completion.

B. The Contractor shall refer to the General part of these specifications, such as Instructions to Bidders, Special Conditions and DIVISION 1 for restrictions covering time that work can be performed in certain areas, noisy and dusty operations, sequence of work, access to restricted areas and similar types of work and operations.

1.3 WARRANTY:

A. A minimum 1 year parts and labor warranty shall be provided for all mechanical equipment and materials. Additional warranties shall be provided as described in individual specification sections. Warranty shall begin at the completion of the project when systems are fully operating and all work has been completed. Under no circumstances shall warranty periods start until the system is operating properly.

1.4 INTERPRETATION OF DRAWINGS:

A. The Drawings show the location and general arrangement of equipment, piping, ductwork and related items. They shall be followed as closely as elements of the construction will permit. Examine the drawings of other trades and verify the conditions governing the work on the job site. Drawings are schematic in nature, and installation may require additional offsets and modifications, including fittings, traps, valves and accessories.

B. The architectural and structural drawings take precedence in all matters pertaining to the building structure, mechanical drawings in all matters pertaining to mechanical trades and electrical drawings in all matters pertaining to electrical trades. Report conflicts or differences to the architect/engineer for resolution.

C. Coordinate placement of mechanical items with the general contractor.

1.5 SUBSTITUTIONS
A. Most items in this DIVISION are eligible for substitution in accordance with the General Conditions and Supplements thereto. Where a proprietary specification is written for a particular item, then only that item may be used. All items eligible for substitution require submission of request for substitution 10 days prior to bid date. This submittal shall include specific models and capacities of equipment and not just manufacturers' literature.

B. When the Engineer deems it necessary, to assure satisfactory installation and compatibility with other equipment, piping, ductwork, electrical provisions and other appurtenances, the Contractor shall prepare scale drawings of the substitute item showing proposed location, connections, relation to other equipment and other pertinent data such as maintenance space requirements, electrical requirements, height and weight. Drawings must receive Engineer's approval before the substitution is made.

C. It is the Contractor's responsibility that the substitute item shall fit into the space allocated and that the item can be installed and function as intended. Should changes in the work of any Contractor become necessary as a result of any substitute item under this DIVISION, such changes shall be arranged and paid for by this Contractor.

D. Capacities of substitute items shall not be less than that of the specified item.

E. The performance of the factory representative and supplier on past work will be a consideration in the approval process of substitute items.

F. The final decision as to acceptability rests with the Engineer.

1.6 WORKMANSHIP:

A. Work shall be accomplished by workmen skilled in the particular trade, in conformance with best practices and to meet all applicable codes.

B. The Engineer decides where work is satisfactory. This Contractor shall replace materials or equipment not properly installed or finished, without increase in payment received.

1.7 INSPECTIONS:

A. This Contractor shall inform General Contractor of the project progress and schedule weekly. This Contractor shall notify the Engineer as the project progresses at each of the following points:
   1. At the completion of under-slab piping and utilities, before piping is covered.
   2. At the completion of rough-in, before insulation/wall surfaces are installed.
   3. At the completion of fixture installation, when systems are operational. (Substantial Completion)
   4. At the end of construction, after substantial completion punchlist items are corrected. (Final Inspection.)

1.8 RESPONSIBILITY:

A. The Contractor is responsible for installation of a satisfactory and complete piece of work in accordance with true intent of the drawings and specifications.

B. Consult all drawings for the project to predetermine that the work and equipment will fit as planned.

C. The location of piping, ducts, equipment, etc., shall be checked to ensure clearance from openings, structural members, cabinets, lights, outlets, and equipment having fixed locations. This shall be accomplished prior to fabrication of pipe or ducts.
D. If, at any time, and in any case, changes in location of piping, ducts, equipment, etc., becomes necessary due to existing obstacles or installation of other trades shown on any of the project drawings such required changes shall be made by the Contractor at no extra cost. These changes are to be recorded on the record drawings.

E. This Contractor is responsible to provide all incidental electrical interconnections, control wiring, etc., which are necessary for system completion and which are not specifically shown or otherwise indicated on the electrical drawings or specified in DIVISION 26.

F. All electrical work incidental to or accomplished under this Division shall comply with all requirements of DIVISION 26.

1.9 PROJECT RECORD DOCUMENTS:

A. For underground piping, record dimensions and invert elevations of all piping, including all offsets, fittings, cathodic protection and accessories. Locate dimensions from benchmarks that will be preserved after construction is complete.

B. A separate set of mechanical drawings shall be maintained at the job site at all times and shall be used as record drawings. This set shall be kept up to date with all changes and/or additions in the construction and/or mechanical systems, and shall be delivered to the Engineer at the completion of this job. This set of drawings shall be kept clean and protected at all times.

1.10 DELIVERY, STORAGE AND HANDLING:

A. Deliver, store, and handle all materials to keep clean and protected from damage.

B. Store products in a manner acceptable to the Owner and Engineer. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

C. Protect equipment and other materials from damage after installed from construction debris and other damage.

D. Refer to Division 1 for additional provisions to allow equipment passage into the building.

1.11 QUALITY ASSURANCE:

A. Regulatory Requirements: Comply with the following –
   5. 2012 Uniform Plumbing Code (UPC).

B. All other applicable Federal, State, County, and City codes, regulations, and ordinances.

C. All materials of a given type shall be manufactured by a single source, and supplied by a single supplier.

D. Comply with Division 26 and all codes referenced therein for any electrical work accomplished under this Division or by this contractor.
E. All materials and equipment shall be new, approved by the governing authority, and be in new, undamaged condition when installed.

F. Labeling requirement for packaged equipment:
   1. Electrical panels on packaged mechanical equipment shall bear UL label or label of other approved testing agency (ETL, CSA).

G. Permit and Approval:

H. Arrange for and obtain all permits and approvals required for the execution of the work.

1.12 MANUFACTURER’S DIRECTIONS

A. Manufactured materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless noted otherwise herein or on the drawings.

B. Certain items of equipment, as noted herein, shall be checked out, started and put into service by factory representatives.

1.13 CUTTING, PATCHING, REPAIRING

A. Cutting, patching and repairing required by the work of this DIVISION shall be the responsibility of this Contractor.

B. Work shall be performed in accordance with DIVISION 1 of these specifications.

C. The performance of this work shall not weaken the structural integrity of the building.

D. Any abrasion or disfigurement of the finished work or any portion of the building where any such abrasion or disfigurement is caused by the activities of the Contractor shall be repaired and neatly refinished to match the adjacent work.

1.14 OPENINGS IN PIPES AND DUCTS

A. Openings in pipes and ducts shall be kept closed during progress of work.

B. The Contractor is required to clean new systems found dirty to the satisfaction of the Engineer at no additional cost.

1.15 CLEANUP

A. Upon completion of work, remove materials, scraps, etc., relative to this work and leave the premises in a clean and orderly condition. This applies equally to finished, unfinished and concealed spaces.

B. Clean equipment of dirt, debris, and any overspray of finishes (paint, etc).

1.16 SAMPLES

A. The Contractor shall submit actual production samples on any material or equipment requested if, in the Engineer’s opinion, it is necessary in order to determine the quality, workmanship, operation, etc. of the item.

B. Samples will be returned to the Contractor. Approved samples may be used on the job.
C. Costs incurred in providing and returning samples will be the responsibility of the Contractor.

1.17 OPERATING INSTRUCTIONS

A. Written operation and maintenance instructions, as produced by the manufacturer, shall be provided for all equipment. These instructions shall be bound and submitted as described in this Section.

1.18 REMODELING WORK

A. Wherever existing mechanical systems, plumbing, heating, service lines, piping, ducts, controls, etc., are cut into, removed, or interrupted as a result of the contract work, all such items that serve areas or equipment that remain shall be replaced, rerouted, extended, relocated, etc., as necessary to maintain operation of equipment and services.

B. Downtime shall be held to a minimum. Outages shall be scheduled at a time acceptable to and approved by the Owner. Consult with the Owner in sufficient time for him to make necessary preparations for the outage.

C. Demolition:
   1. Refer to the drawings for execution of demolition.
   2. All existing equipment and material removed and not scheduled for reinstallation shall remain the property of the Owner and shall be delivered to a designated stockpile area on the site by the Contractor. Materials not wanted by the Owner shall be removed from the site by the Contractor.

D. Asbestos Awareness
   1. If suspect asbestos materials are encountered, the contractor shall cease work in that area and inform the owner of his suspicions and will not proceed with work until such time that a determination can be made on how to proceed.

E. Site Investigation
   1. Before submitting his proposal, the Contractor should examine the site and building as it pertains to this Project and make allowances in his proposal for all conditions that will affect the work indicated in the Project manual and contract documents. This would include hidden and other discovered obstacles such as existing pipes, ducts and equipment not necessarily shown on the project drawings.
   2. Building access may be arranged by contacting the Owner.

1.19 SUBMITTALS AND BROCHURES OF EQUIPMENT (O&M MANUALS)

A. The literature required to be submitted and approved in order to fulfill the requirements of this DIVISION falls into two general categories. These are the “Brochures of Equipment” and “Submittals.”

B. The “Brochures of Equipment”, as the name implies, shall contain all pertinent information for all equipment installed. These books are required to be turned over to the Owner and approved before final payment is authorized. Special training for certain equipment may require the use of this book at an earlier stage of project completion. In these instances, the Contractor will be required to prepare and submit the applicable portions of the Brochures of Equipment significantly before project completion.

C. “Submittals” is a general term for informational literature which must be supplied to and approved by the Contractor prior to installing, receiving, or in some instances, even ordering equipment. The normal required types of submittals include shop drawings, manufacturer’s literature, installation and operation instructions (from the manufacturer) and wiring diagrams.
System reports, such as start-up reports or balancing reports, and the Project Completion Checklist are two forms of submittals which are required after the equipment has been installed and is operational. Each Section of this Division may contain special or more specific requirements for expanded or additional types of submittal literature. These shall be provided as required by each Section.

D. In general, copies of all returned, approved submittals shall be included in the Brochures of Equipment. These books shall also include complete operation and maintenance literature for each piece of equipment such as may be packaged with the equipment for OEM components. They will be used by the Owner’s personnel as the primary source of information for operating and maintaining the installed systems and as such, they shall exhibit a high degree of clarity, thoroughness and be suitably bound and arranged to be useful and durable throughout the life of the installed systems.

E. SUBMITTALS
1. The contractor shall procure manufacturer’s literature and/or certified prints for all items of equipment, materials or systems on the job. Shop drawings and literature shall be complete and marked showing name of job, item used, size, dimensions, capacity, rough-in, etc., as required for complete check and installation. Any exceptions of the equipment being furnished from that specified shall be clearly identified. Specific requirements of submittals may be expanded in individual specification sections. Minimum requirements shall include the following:
2. Submit actual installation layout drawings on floor plans showing pipe and duct runs. Provide such drawings for systems such as underground pipe and boiler flue systems.
3. Manufacturer’s literature shall include any and all restrictions on the application and installed service limitations of the product.
4. All shop drawings shall be reviewed, approved and stamped by the Contractor before submittal to the Architect/Engineer.
5. All items of equipment and systems which are to be installed as specified or are not otherwise designated as requiring Owner’s or Engineer’s approval, will require a letter of compliance by the Contractor stating that these items or system will be provided as specified and will be reviewed and stamped by the contractor.
6. Submittals for any piece of equipment or system which is a substitute from that specified or of any equipment or system specifically directing Engineer’s review shall be forwarded to the owner or Engineer (as designated) for review. This submittal shall be made within 30 days of award of contract or specified item shall be furnished. The Contractor shall check submittals for number of copies, adequate identification, correctness and compliance with drawings and specifications and apply his stamp of approval before forwarding the submittal. Submittals shall be revised, changed and/or resubmitted until acceptable and approved by the Owner’s representative.
7. Approval of submittals and literature by the owner or Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve him from responsibility for errors in shop drawings or other submittal literature.
8. Submit submittals in PDF form for review. Combine all equipment submittal sheets into one file (as file size permits).
9. Copies or scanned documents which are not of a permanent or legible nature will not be accepted for shop drawing submittals. Copies must be legible with all dimensions and other pertinent data clear.

F. BROCHURES OF EQUIPMENT
1. Contractor shall submit electronic copies of all Brochures of Equipment for owner/engineer review. At completion of owner/engineer review, the Contractor shall prepare and submit three hard copies and one pdf copy of the complete Brochures of Equipment. Each shall contain all required submittal data for the construction materials and each piece of equipment (reference Submittal Schedule, 230000 2.2) installed under this project. The literature required for submittal purposes shall be expanded to include
operation and maintenance literature for each piece of equipment. Maintenance information shall be complete in every respect and shall include parts lists and assembly drawings wherever applicable. Manuals, catalogs, etc., shall be new, as supplied by the factory, and not photocopied.

2. All literature shall clearly indicate the equipment it represents and shall be labeled with the equipment identification abbreviation found on the drawings, e.g. EF-1, etc. All information which is not applicable to the particular model and size supplied shall be clearly and neatly crossed out with heavy black marker or other suitable means. This includes dimensional drawings, maintenance information, parts lists, wiring diagrams, etc. Only the information applicable to the particular equipment supplied shall remain and it shall be easy to follow. Booklets not meeting these requirements shall be returned for correction.

3. Binders shall be high quality telescoping post type with slide or lever release, metal hinges, and covered hardboard or rigid plastic covers.

4. Dividers shall be used to separate the literature for equipment supplied under each of the various Sections of this DIVISION. Divider headings shall read the same as the Section title e.g. “233400 FANS.”

5. Large size drawings or diagrams shall be folded and placed in heavyweight sheets with pockets.

6. The format of the Brochure shall begin with the submittal requirement list at the front as an index sheet. The dividers for each section shall then progress sequentially and the project completion checklist shall be included at the back as the appendix.

7. Authorization for final payment shall not be made prior to final acceptance of the Brochures of Equipment.
PART 2  PRODUCTS

2.1  FIRE STOPPING:

A. Provide UL classified firestopping system for mechanical penetrations through fire rated construction to maintain the fire rating.

B. Manufacturers: TREMCO, Johns Manville, 3M, Rectorseal, Hilti.

C. Metallic pipe, duct and other penetrations of all fire partitions, walls and floors shall be effectively fire-stopped to equal the fire rating of the floor or partition using materials and methods UL approved and tested to meet all conditions of ASTM E119, UL 1479 and ASTM E814 tests. One such material is Carborundum bulk “Fiberfrax” fiber packing for filling the annual space between pipe and sleeve or hole and Fiberfrax LDS moldable caulking for sealing in the fiber packing. Other acceptable materials are Dow Corning 3-6548 Silicon RTV foam firestop system, General Electric ‘Pensil’ 851 system or U.S.G. fire code compound and Thermafire.

D. PVC pipe, duct penetrations to be fire stopped same as metallic penetrations with the addition of an intumescent wrap to effectively close the hole if PVC vaporizes.

E. Construction of permanent bracing, framing, roof curbs and platforms or other structures which utilize wood construction shall be fabricated from fire resistant treated materials or shall be otherwise protected by approved fire resistant materials.

F. Penetrations of fire rated floors, walls, and ceilings shall be fire stopped to equal the fire rating of the component using materials and methods meeting UL approvals and standards. Refer to the attached figures for specific penetration requirements. Figures represent typical installations required in the building. For specific situations not covered by the figures refer to the fire-stop manufacturer’s installation details.
1. Wall Assembly The 1 or 2 hr fire rated wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features.

A. Studs Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. lumber spaced 16 in. OC. Steel studs to be min 2-1/2 in. wide and spaced 24 in. OC.

B. Gypsum Board* For 1 hr assembly, one layer of min 5/8 in. thick wallboard as required in the individual Wall and Partition Design. For 2 hr assembly, two layers of min 5/8 in. thick wallboard as required in the individual Wall and Partition Design. Max diam of opening is 14-1/2 in. for wood stud walls and 21-3/4 for steel stud walls.

The hourly F and T Ratings of the firestop system is equal to the hourly fire rating of the wall assembly in which it is installed.

2. Through Penetrant Galv steel duct to be installed concentrically or eccentrically within the firestop system. The annular space between the duct and periphery of opening shall be 0 in. (point contact) and max 1-1/2 in. Duct to be rigidly supported on both sides of wall assembly.

A. Spiral Wound HVAC Duct Nom 20 in. diam (or smaller) No. 24 MSG (or heavier) galv steel spiral wound duct.

B. Sheet Metal Duct Nom 12 in. diam (or smaller) No. 28 MSG (or heavier) galv sheet steel duct.

3. Fill, Void or Cavity Material*--Sealant Min 5/8 in. and 1-1/4 in. thickness of fill material applied within annulus, flush with both surfaces of wall assembly for 1 or 2 hr rated walls, respectively. At the point contact location between duct and wallboard, a min 1/2 in. diam bead of sealant shall be applied at the wallboard/duct interface on both surfaces of wall assembly.

HILTI CONSTRUCTION CHEMICALS, DIV OF
HILTI INC – CP601S Elastomeric Firestop Sealant, FS-ONE Sealant or CP606 Flexible Firestop Sealant

*Bearer the UL Classification Mark
2.2 ACCESS PANELS:

A. Coordinate use of access doors with architect

B. Furnish access panels to access valves, traps, control valves or devices, dampers, damper motors, etc. Access panels shall be sized as necessary for ample access, or as indicated on drawings, but no smaller than 12” x 12” where devices are within easy reach of operator, and at least 24”x24” when operator must pass through opening in order to reach the devices. Provide Milcor Style “DW” or “M” doors.

C. Access panels in fire rated walls or ceiling must be U.L. labeled for intended use, similar and equal to Ruskin #APW1. Unless otherwise indicated on plans, access doors shall be hinged flush type steel framed panel, 14 gauge minimum for frame, and with anchor straps. Only narrow border shall be exposed. Hinges shall be concealed type. Locking device shall be flush type and screw driver operated. Metal surfaces shall be prime coated with rust-inhibitive paint. Panels shall be compatible with architectural adjacent materials. Manufacturer: Milcor, Bilco

2.3 BUILDING ATTACHMENTS FOR MECHANICAL WORK SUPPORTS:

A. General Requirements:
   1. Provide building attachments required for supporting mechanical work, suitably selected and installed for the loads applied with a minimum additional safety factor of 3.
   2. Where specified attachments are not suitable for conditions, submit to Engineer for approval, proposal for alternate building attachments.

B. Approved Manufacturers: Anvil, or equivalent products by Michigan Hanger and B-Line.

C. Provide supplemental trapeze supports where necessary. Design trapeze to support all trades. Coordinate loads, and supports with all trades. Size trapeze for maximum deflection of 1/64 of the span.

D. Attachments to Structural Steel:
   1. Support mechanical work from building structural steel where possible and approved. No welding or bolting to structural steel is permitted unless authorized by Architect. C-clamps are not permitted.
   2. Center beam clamp - for loads over 120 lb.: Malleable center hung Anvil Fig. 228.
   3. Side beam clamp with retaining clips - for loads up to 120 lb.

E. Drilled Insert Anchors:
   1. APPLICABLE for supporting from new and existing concrete. Coordinate loading with structural engineer. Develop and edit criteria for project specific requirements

F. Where mechanical work cannot be supported from structural steel, or cast in place concrete inserts, provide drilled concrete insert anchors. Submit for approval, project specific installation drawings for all loads over 100 lbs. Install inserts in web of beam if possible and approved. Insert depth shall not exceed two thirds the thickness of the concrete. Where existing concrete appears to be deteriorating, or where applied load at insert exceeds 1000 lbs., conduct test of concrete to determine derated capacity of insert. Anchors may be adhesive or expansion type up to 1000 lbs., and shall be adhesive type for loads over 1000 lbs.

Manufacturers: Hilti, Powers Fasteners.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS
A. Install equipment and materials in accordance with manufacturer’s written and illustrated instructions, as detailed on drawings and as described in these specifications. Bring discrepancies in installation methods to the attention of the owner and A/E.

B. Install hanger rod straight, without bending.

3.2 COMPLETION AND TESTS

A. The contractor shall inform the engineer of progress throughout construction as necessary to complete inspections. Inspections shall include rough-in, substantial completion and final completion.

B. The rough-in inspection shall be completed prior to sheetrock or ceiling installation.

C. The substantial completion inspection shall be performed after all work has been completed and systems are operating correctly. During the substantial completion inspection, a functional system test shall be performed by the installer(s) in the presence of the Engineer and owner's designated representatives. During the test the contractor shall demonstrate that all systems and equipment perform in the manner described in the specifications and indicated on the drawings. Any systems found not to be operating properly shall be repaired and followed up with an additional functional system test. After substantial completion a list of mechanical construction deficiencies (punchlist) shall be prepared and sent to the mechanical contractor.

D. An owners training session shall be completed with representatives familiar with each piece of equipment present to discuss all work completed and all operational and maintenance requirements.

E. The engineers final inspection shall be completed after the mechanical contractor has completed or repaired all items listed in the construction deficiencies list. The contractor shall not request final inspection until the deficiencies list has been fully completed.
PART 1   GENERAL

1.1 WORK INCLUDED

Complete testing, adjusting and balancing for all air devices associated with HRV-1, HRV-2, AC-6, AC-8 and the bathroom fan.

1.2 DESCRIPTION

A. Testing, adjusting and balancing (TAB) of heating, ventilating and air conditioning (HVAC) air and water systems.

B. Testing, adjusting and balancing of other systems as may be directed under PART 3: EXECUTION.

C. Definitions:

1. TAB: Testing, Adjusting and Balancing. The process of checking and adjusting HVAC systems to meet design objectives.


4. Air Systems: All supply air, return air, exhaust air and outside air systems.

1.3 QUALITY ASSURANCE

A. Qualifications of the TAB contractor.

1. All TAB procedures shall be performed by a firm which is engaged in this type of work as their primary business. The firm must be independent from contractor performing other work or services on this contract.

2. The Contractor shall submit the name and credentials of the TAB firm for review and approval within 30 days after signing the construction contract.

   a. The TAB firm shall provide qualifications of the firm and of both the individual who is to do the test and balance. Provide proof of completed balancing work on at least five projects of similar size and scope, along with a list of references which may verify qualifications.

   b. Final approval of the TAB firm will be at the Engineer's discretion, based on the information submitted.

   c. The TAB firm shall be completely independent and shall not be involved in system design or temperature control contracting.

   d. Pre-approved firms include:

    1) Big Horn Balancing – Billings, MT
    2) RGO – Belgrade, MT

1.4 SUBMITTALS

A. Submit the TAB firm's credentials for approval not less than 30 days after the construction
B. After completion of all tests, submit a complete TAB report for approval. Where test results differ from specified design conditions, indicating a system deficiency, include explanatory comments in the report. The Contractor shall submit the final TAB report prior to requesting final inspection for the project. The format of the report shall be as described in PART 3 of this Section.

PART 2 TEST APPARATUS

A. Instrumentation used for TAB procedures shall be professional quality and shall meet the performance ranges and accuracies listed below. All instruments shall have been calibrated not more than 12 months prior to use on this project.

1. Thermometers: $-220^\circ F$ range, accuracy within $\frac{1}{2}$ scale division.
2. Humidity instruments: 0-90% RH, accuracy within $\pm 2\%$ RH.
3. Pressure gauges - air systems
   a. 0-.5 in. w.c., accuracy within .01" w.c.
   b. 0-1.0 in. w.c., accuracy within .02" w.c.
   c. 0-5.0 in. w.c., accuracy within .20" w.c.
4. Anemometers (air velocity): 100-300 fpm, accuracy within $\pm 10\%$.
5. Flow hoods: 0-1400 cfm, accuracy within $\pm 5\%$.
6. RPM gage: 0-3000 rpm, accuracy within $\pm 2\%$.

PART 3 EXECUTION

3.1 GENERAL:

A. Coordinate TAB procedures with any phased construction requirements for the project so that increments of finished work may be accepted for beneficial occupancy.

B. The TAB firm shall review the systems during construction and instruct the Contractor on any modifications or system appurtenances which may need to be included in the system in order to achieve final balance.

C. Allow sufficient time in the construction schedule for TAB procedures to be carried out prior to final inspection for the project.

D. Conduct TAB procedures only after each system has been completed and is in full working order. Put all HVAC systems into full operation and continue operation of the systems during each working day TAB procedures are being conducted.

3.2 TEST AND BALANCE

A. Balance all air distribution systems to design values. TAB procedures shall be carried out when all systems are operating concurrently.

1. Adjust diffusers to design air quantities and record the final status of each.
2. Adjust maximum and minimum primary air quantities on all fan terminal units. Adjust the
fan speed to produce the required design secondary airflow.

3. Adjust the operating speeds of all fans as necessary to achieve design air flow. Fan speed adjustment shall be performed when the system is operating at peak load and all inlet vanes and downstream volume control dampers are wide open.

4. Adjust fresh air quantities on all air handlers to the values indicated on the drawings or as directed by the Engineer.

5. All fans and air handlers, where applicable, shall be balanced and tested with new, clean filters in place and with the outside air damper open to the minimum ventilation setting.

6. With the fan speed adjusted and operating to produce design air flow, measure and record the static pressure across each component of all fans and air handlers. Data shall include the upstream and downstream pressures in the ducts connected to each unit, the pressure drop and static pressure across all dampers, filters, coils, etc., and the total static pressure developed across the fan only.

7. The final report data for all air handlers and all belt-driven unitary or cabinet fans over 1/3 hp shall include the final fan speed, fan size, motor frame size and horsepower, electrical ratings and characteristics of the motor, measured and rated amperage draw on each phase, fan and motor sheave make, model and size and complete manufacturer’s nameplate data.

3.3 REPORT

A. The Contractor shall submit a report to the A/E listing the airflow for all supply and return air registers, diffusers, etc., and shall certify to their correctness. The report shall include drawings which shows the diffusers, registers, etc., to identify locations and diagrams of air handling systems to show arrangement of components and test point. The report shall include the final status of all equipment, including operational attitude of controls, fan rpm, component static pressures, ampere draw, and fan and pump curves marked, and a description of any peculiarities encountered in the system.

B. All information shall be bound into a single report beginning with a title sheet indicating the project title and location, the date(s) the TAB procedures were carried out and the firm name and signature of the individual responsible for the work.

C. Data shall be submitted on forms similar to those produced by the NEBB for each type of equipment. All applicable data shall be filled in, including nameplate data for all motors and fans, sheave and belt sizes, actual measured amperage draw, etc. Equipment shall be identified with the same abbreviation as listed on the plans (e.g. EF-1, SD-2, etc.).

End of Section
SECTION 230700 – INSULATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS AND STANDARDS
A. Drawings and general provisions of the Contract, Standard General and Supplementary General Conditions, Division 1 Specification Sections, and other applicable Specification Sections including the Related Sections listed below, apply to this Section.
B. All work and materials shall be furnished and installed per ASHRAE 90.1 (Latest).

1.2 SCOPE OF WORK:
A. Insulate all items listed;
   1. Refrigeration piping – insulate per manufacturers instructions.
   2. Outside air ductwork – exterior duct wrap – from exterior to heat recovery ventilator.
   3. Exhaust duct – exterior duct wrap - between exterior and backdraft damper.
   4. Return air mixing box. (AC-6 and AC-8) – internal acoustical lining.

1.3 SUBMITTALS
A. Provide manufacturer’s literature and ratings for all pipe and duct insulation products. Data shall include fire and smoke ratings, thermal conductivities, recommended temperature limitations, perm ratings of jackets and materials of construction.
B. Submittals shall be clearly marked to indicate what insulation and cover is to be used, insulation thickness and which system is to be insulated with each product.

1.4 FIRE RATINGS
A. All products used shall be UL listed with a maximum flame spread rating of 25 and maximum smoke development rating of 50.

PART 2 PRODUCTS

2.1 GENERAL INSULATION DEFINITIONS:
A. Insulation thermal conductivity: No greater than value listed, in Btu-inch/hour-square foot-degrees F at 75 degrees F mean temperature.
C. Puncture resistance (ASTM D781): No less than value listed.
E. Density no less than value listed, in pounds per cubic foot.

2.2 ACCEPTABLE PRODUCTS
A. Equivalent products of Armstrong, Johns-Manville, Knauf, Certainteed, and Owens-Corning are acceptable.
B. Owens-Corning catalog designations and descriptions used herein.
C. Substitute insulation shall provide same thermal and mechanical protection as the insulation specified.
2.3 DUCTWORK INSULATION - INDOOR, CONCEALED

A. Insulate ductwork with 2" thick, blanket-type, fiberglass insulation with factory-applied vapor barrier, and 2" stapling and taping flange along one edge. Insulation: ASTM C553, density of 0.75, conductivity of 0.32. Vapor barrier: laminated white kraft paper, aluminum foil, glass fiber reinforcement, permeance of 0.02, and puncture resistance of 50 units. Composite flame spread/ smoke density of 25/50.

B. Manufacturers: CertainTeed - Type 75 FSK Standard Duct Wrap; Schuller - R Series Microlite with FSKL; Knauf - Duct Wrap with Multi-Purpose FSK; Owens/Corning - All Service Faced Duct Wrap

2.4 INTERIOR ACOUSTICAL DUCT INSULATION

A. Interior acoustical lining - Aeroflex bonded mat fiberglass duct liner type 200, 1/2" thick, black coated, for up to 6000 fpm velocity. Product to meet NFPA 90 standards for flame spread and smoke development and federal spec. MIL-I-22023C, types I & II.

PART 3 EXECUTION

3.1 INSULATION INSTALLATION

A. All systems shall be tested and approved before being insulated.

B. The insulation shall be applied over clean, dry surface.

C. Full lengths of insulation shall be used except at end of straight sections and as required to accommodate fittings. Insulation shall be applied with the joints tightly fitted together. Cracks or voids shall be filled with insulation. Manufacturer’s recommended installation procedures shall be strictly adhered to.

D. The edges and seams at all visible locations shall be finished in a neat and workmanlike manner.

E. All exposed ductwork insulation shall be applied with edges butted. Insulation shall be impaled over stick clips or pins welded to the duct, and secured with speed clips. Spacing of pins shall be as required to hold insulation firmly in place but not less than one pin per square foot. All joints and penetrations of the vapor barrier shall be sealed with a 3" wide strip of the same material, supplied with vapor barrier adhesive to both surfaces as recommended by adhesive manufacturers.

F. Blanket insulation shall be tightly sealed at all joints and seams. Insulation shall be cut longer than ductwork perimeter to allow maximum thickness on all areas and avoid excessive compression. All joints shall be over lapped at least 2" and stapled in place. The stapled seams shall be sealed with a minimum 3" wide pressure sensitive tape designed for use with the duct insulation. All breaks in the vapor barrier facing shall also be sealed with the tape. The underside of ductwork 18" or greater in width, and vertical surfaces 48" or greater shall have the insulation additionally secured with mechanical fasteners and speed clips spaced approximately 12" on center. The protruding ends of the fasteners shall be cut off flush after the speed clips are installed, and then sealed with the same tape as specified above.

G. Termination of insulation at equipment, unions, etc., shall be neat without any raw edges. Bevel insulation and cover each end the same as a fitting.

H. Vapor barrier jackets on all cold and dual temperature pipes and ducts shall be continuous. Repair all punctures, flaps, etc., correctly and effectively.

I. Duct liner:

1. All portions of duct systems shown or specified to receive duct liner shall be completely covered with no gaps or interruptions. The liner shall be fully adhered to the duct surface with 100% coverage of an insulation adhesive which complies with ASTM C916. The liner shall be additionally secured with mechanical fasteners on 15" centers. All transverse edges and joints shall be coated with adhesive.

2. Duct sizes shown are net interior sizes. Increase the outside dimensions of the ductwork to accommodate the insulation.
J. Finished installation shall provide a continuous and effective vapor barrier.

END OF SECTION 230700
SECTION 230946 - TEMPERATURE CONTROL SYSTEM (DDC/BASED)

PART 1    GENERAL

1.1 WORK INCLUDED

A. Work includes installation of equipment controls. Install controls per manufacturer’s instructions.

1. HRV-2 – Install factory furnished controls.
   a. Work includes control of existing dampers and interlock with new electrical heating coil.

2. Relocate existing freeze stat sensor in exhaust duct.

3. Install controls for new AC-6 and AC-7 per VRF manufacturers instructions. Mulit-Split Air conditioners. Install factory furnished controls.

B. Provide status of HRV-2 on facilities services building automation system for Renne Library.

1.2 SUBMITTAL DATA

A. Not required.

PART 2    PRODUCTS

2.1 ACCEPTABLE SYSTEMS

A. Temperature Controls Supplier; Control contractor to be Electro-controls. Contact Chad Shoenwald at 406-580-6521).

B. The controls contractor shall include all work and related costs as required to communicate the HRV-2 devices on the facility service computer workstation. Work shall include any programming and/or equipment and/or software upgrades required.

C. All materials, components, software and equipment shall be of the newest version of the manufacturers control systems.

2.2 ELECTRICAL ACCESSORIES

A. Wiring and Conduit

1. The MSCC shall provide all DDC and related control wiring, conduit, and J-hook cable hanging system. Wire and cable shall be pulled from device or control point to the DDC, Auxiliary, UPS, or LPI panels and run between DDC, Auxiliary, UPS, or LPI panels, with 6’-0” spare coiled at the panel. All wire and cable shall be labeled and tagged 4 inches down from the point at which the wire enters the cabinet with the corresponding point number.

2. All wiring carrying voltages greater than 24 volts shall be run in conduit.

3. All wiring carrying voltages 24 volts nominal or less shall be run as follows:
   a. All wiring routed in shafts, walls, below grade, and in any concealed or inaccessible space, or above ceilings requiring the use of a tool to access or held in place by clips or similar devices: run wiring in conduit.
   b. Wiring routed in exposed locations such as mechanical and electrical rooms or in rooms without ceilings (i.e. exposed to deck above): run in conduit.
c. ALN wiring: run in conduit.
   1) Provide UL Listed zinc electro-plated steel or plastic J-hooks, sky blue color, plenum use approved, with minimum 1-inch wide cable support area, rated for the cable type being supported. Provide with integral cable retainer strap to provide containment of cables within the hanger.
   2) Install J-hooks with J-hook bottoms no less than 2 feet above the ceiling.
   3) Space hangers at maximum 5 foot intervals, with additional hangers located a maximum of 3 feet from both sides of any change in direction.
   4) Wiring shall not sag more than 12 inches between J-hooks.
   5) Install in a neat and workman-like manner, routed parallel or perpendicular to the building column lines.
   6) Install to protect wire from damage and to allow for wire replacement. Do not exceed 50% of the wire capacity specified by the J-hook manufacturer (first installation), or route control wiring in non-control-wiring J-hooks.
   7) Wiring to wall mounted devices such as room sensors, switches, and similar devices: Route wiring in wall in minimum 1/2 inch conduit. Stub conduit up/down into accessible ceiling space, terminating conduit with a 90 degree bend and a strain relief to prevent wire damage. Install wall box for device mounting.

4. All control wiring sizes and types shall meet the equipment manufacturer's recommendations.

   a. DDC Wiring and Cable Requirements:
      Digital Output  *Minimum #14 AWG THHN
      Digital Input   *Teflon jacketed twisted pair #16-or- #16 AWG THHN minimum
      Analog Output  *Twisted pair NEC-rated CMP #20 AWG
      Analog Input   *Twisted pair NEC-rated CMP #20 AWG
      Data Transmission*Teflon jacketed twisted shielded pair #24 AWG 12-1/2 pico-ferrad, 6 twists/foot
      *Wire sizes listed for lengths up to 750'.

5. All control wiring shall have insulation rated for 300 volts minimum, and be installed per NEC requirements. Exposed wiring running in return plenums, air handling devices, and where required by code shall be plenum rated.

6. TEC Wiring Requirements:

   a. Provide all necessary 24 VAC transformers, 24 VAC power distribution wiring, etc. to TECs for a complete operating system. Transformers shall have primary and secondary fuse protection and shall be mounted in an electrical closet, auxiliary panel or other suitable accessible location with disconnecting means. Provide a pilot light for each transformer, to indicate the presence of load power.
   b. Terminal fittings or insulating bushings shall be used to protect wiring associated with TECs at enclosures, junction boxes, etc.

7. Provide all necessary 24 VAC transformers, 24 VAC power distribution wiring, etc. for a complete operating system. Transformers shall have primary and secondary fuse protection and shall be mounted in an electrical closet, auxiliary panel or other suitable accessible location with disconnecting means. Provide a pilot light for each transformer, to indicate the presence of load power.

8. Provide conduit and wiring to power all 120 VAC control accessories such as flow meters, BTU meters, and actuators. Feed this power from an auxiliary control panel, with a separate disconnect and fuse, located in the auxiliary panel.
PART 3 EXECUTION

3.1 INSTALLATION

A. Installed by trained mechanics and with first-class workmanship throughout.

B. Refer to other parts of these specifications for general methods of running pipe, hangers, sleeves, coordination with other trades, etc. Specifications governing other trades shall also govern these installers.

C. Conduit and Wire

1. All cable and wiring for the DDC system shall be concealed except in mechanical areas where it shall be protected by metallic raceways.

2. Concealed cable in accessible ceiling, stud walls, crawl space, etc., may be plenum rated, low voltage cable. Cable in ceiling spaces shall not interfere with the removal of ceiling tiles or light fixtures and shall be run in a workmanlike manner firmly secured regularly to building structures. It shall not drape across the ceiling or be suspended from other system components such as ductwork, pipe or electrical conduit runs.

3. Parallel cable systems shall be bundled and identified.

3.2 TESTING, INSTRUCTING, CHECKOUT AND BALANCING

A. Calibration and Setup

1. Temperature control contractor to furnish personnel to check out and demonstrate workability of system before final job acceptance. Time to be as coordinated with the owner.

B. The temperature control contractor shall fully cooperate with the mechanical contractor in providing qualified personnel to assist in the testing and checkout of the HVAC systems.

End of Section
PART 1  GENERAL

1.1  RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, Standard General and Supplementary General
Conditions, Division 1 Specification Sections, and other applicable Specification Sections including the
Related Sections listed below, apply to this Section.

1.2  SUMMARY
A. Section Includes:
   1. Ductwork materials, plenums, construction, fabrication, and support
   2. Galvanized steel ductwork.
   3. Round and flat oval ductwork.
   4. Reinforcing and supports.
   5. Flexible duct.
   6. Round or Oval Acoustical Duct
   7. Acoustically Lined Ducts
   8. Duct sealants.
   9. Duct Accessories
   10. Grilles, Registers, Diffusers
   11. Duct cleaning and disinfecting
   12. Ductwork sealing, inspection, and leakage testing.

1.3  QUALITY ASSURANCE
A. Manufacturers and Products: The products and manufacturers specified in this Section establish the
   standard of quality for the Work. Subject to compliance with all requirements, provide specified
   products from the manufacturers named in Part 2.
B. Reference Standards: Products in this section shall be built, tested, and installed in compliance with the
   following quality assurance standards; latest editions, unless noted otherwise.
C. ASTM A653 / A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron
   Alloy-Coated (Galvannealed) by the Hot-Dip Process.
D. ASTM A 666 – Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate, And Flat Bar.
M. SMACNA – All standards.
N. AWS - All applicable standards.
1.4 SUBMITTALS
A. Provide the following information and product data:
1. Hangers and supports
2. Duct fittings
3. Duct sealant
4. Flexible duct
5. Grilles, Diffusers, Registers
6. Submit complete manufacturer's literature, including installation instructions for all dampers. Submit AMCA leakage ratings for all mixing and shut-off dampers.

1.5 WARRANTY
A. Provide a complete parts and labor warranty for a minimum of one year from the date of Substantial Completion.

PART 2 PRODUCTS
2.1 GENERAL
A. Provided duct and fittings of G90 galvanized steel unless otherwise indicated.
B. Constructed duct and fittings in compliance with SMACNA standards and recommendations and per the additional requirements indicated.
C. Duct dimensions indicated on drawings are inside dimensions. The sheet metal dimensions shall be increased an equivalent amount to accommodate internal liner where liner is required.
D. Drawings are diagrammatic and indicate the arrangement of the principal apparatus, ductwork, and piping, and shall be followed as closely as possible. All the required offsets, rises, drops, fittings and accessories are not indicated on the drawings, but shall be provided as required for a complete system. Carefully investigate structure, finish conditions, and the work of other sections affecting sheet metal work, including work associated with testing, adjusting and balancing, in order to arrange all items accordingly. Provide best possible arrangement to provide maximum headroom and maintenance clearances.
E. In addition to sheet metal ductwork specified herein, provide, or install as furnished by other sections, accessories and devices including, but not limited to, smoke detectors, plenums, canopy hoods, control dampers, and blank-off panels at unused louver areas.
F. Refer to Drawings for ductwork construction and application schedule.

2.2 DUCTWORK MATERIALS AND FABRICATION
A. General Ductwork Fabrication Requirements:
1. Provide fittings, branches, inlets and outlets in such a manner that air turbulence is reduced to a minimum.
2. Turns:
a. Use radius type elbows wherever possible. Where it is not possible to install a 1.5 times width to centerline radius elbow (full radius elbow), use lesser radii configurations, with "radius-proportional" splitter vanes permanently installed within. No radius shall be less than 1.0 times width. Provide square elbows of equivalent pressure drop in rectangular ducts where radius elbows will not fit or where specifically noted on drawings. Elbows shall be installed with vanes in accordance with Related Section "Sheet Metal Accessories." Stamped elbows may be used up to and including a diameter of 12 in.

3. Transitions:
   a. Limit transition angles (for each side) to 15 degrees diverging and 30 degrees converging.

4. Take-Off Fittings:
   a. For take-offs carrying more than 25 percent of duct main, provide an increasing branch elbow with an inside radius equal to branch duct width. Size branch and main at elbow for equal velocity.
   b. For take-offs carrying 25 percent or less of duct main, provide flanged increased area branch take-off (45 degree entry, "shoe" type) or 45 degree lateral wye takeoffs. Conical fittings shall be used for spiral, round, and oval ductwork.
   c. For take-offs directly to side outlet for register or grille, provide an increased area tap. For take-offs directly to diffusers see appropriate SMACNA figures.
   d. Acceptable take-off fitting manufacturers:
      1) Sheet Metal Connectors, Inc.
      2) United Sheet Metal.
      3) McGill AirFlow LLC.
      4) Foremost.
      5) Tangent.
      6) Flexmaster.
      7) SEMCO Incorporated.
      8) Sheet Metal Connectors, Inc.

5. Crossbreak or bead rectangular ductwork.

6. Bolts and Fasteners

B. Galvanized Steel Ductwork:
   1. Minimum steel rectangular duct gage shall be as follows:
      a. Ducts through 12 in. wide: 24 Gage
      b. Ducts 13 in. through 30 in. wide: 22 Gage.
      c. Ducts 31 in. through 84 in. wide: 20 Gage.
      d. Ducts 84 in. and larger: 18 Gage
   2. ASTM A653, A924 mill galvanized steel sheet, 1.25 oz per sq. ft. zinc coating on each side in conformance with coating designation G-90.

C. Galvanized Touch-Up Paint: Inorganic zinc-rich touch up paint containing a minimum of 65 percent metallic zinc by weight for damaged galvanized coating.

D. Round and Flat Oval Ductwork
   1. All round and oval duct shall be manufactured of spiral lock seams, with minimum gage per the appropriate SMACNA Tables and per manufacturers recommendations.
2. Round or oval ducts designed for low velocity duct systems shall be manufactured by a company where primary business is manufactured of special pipe and fittings. Pipe and fittings to be manufactured by the same company.

3. Spiral seam round duct shall be fabricated from galvanized steel meeting ASTM A-527 standards. Gauges shall be the following minimums:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Gauge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3&quot; - 14&quot;</td>
<td>26</td>
</tr>
<tr>
<td>15&quot; - 26&quot;</td>
<td>24</td>
</tr>
<tr>
<td>27&quot; - 36&quot;</td>
<td>22</td>
</tr>
</tbody>
</table>

4. Tees shall be conical. Laterals shall be straight. Taps through 10 in. diameter in size shall have a machine drawn entrance and fittings shall have longitudinal seams, continuously welded. Both sides of welds shall be primed with zinc chromate. Tap entrances shall be free of weld build-up.

5. Elbows in diameters 2 in. through 10 in. shall be stamped or pleated. Elbows shall be 5 gore for 90 degrees and 3 gore for 45 degrees. Elbows shall have 1.5 times width to centerline radius (full radius elbow).

6. Flanges, access doors and taps into spiral ducts shall be factory fabricated.

7. Field joints in diameters through 48 in. shall be made with 2 in. long slip-fit, sleeve coupling, or flanges. Ductwork 48 in. diameter and over, and for all sizes where disassembly or removal is required, shall be joined with flanges.

8. Joining and hanging of pipe and fittings to utilize flanged angle rings such as United McGill 'uni-ring.'

E. Reinforcing and Supports

1. Structural steel per ASTM A36; Mill galvanized per ASTM A653, Coating Designation G-90. Equivalent rolled steel structural support systems (such as TDF or TDC) may be used in lieu of mill rolled structural steel. Use double nuts and lock washers on threaded rod supports.

2. Tie-Rods
   a. Maximum tie rod spacing shall be 42 in., unless specifically engineered in accordance with SMACNA Industrial Rectangular Duct Standard.
   b. Minimum tie rod diameter shall be 1/2 in.
   c. Tie Rods shall not be used in any plenum or ducts that require access.
   d. Tie rods shall not be used in any PCD, cage wash, BSL-3 or BSL-4, Vivarium, stainless steel, or ducts carrying lint.
   e. Tie rods shall not be used in any return or exhaust ducts in health care facilities.

2.3 FLEXIBLE DUCT

A. General

1. Flexible duct shall be UL listed, and shall maintain shape when installed. Sagging shall not exceed 1/2 in. per linear foot when installed horizontally.

2. Flexible duct shall not be used where system pressure is greater than plus or minus 2 in. w.g.

3. Insulated flex shall have a gray fire retardant polyethylene outer jacket with an 8 oz. density, 1-1/3 in. thick fiberglass insulation blanket, factory wrapped.

4. Flexible duct used on negative pressure systems shall be specifically rated for negative pressure use.
5. Flexible duct shall be Thermaflex Type M-KE or as approved. Duct shall be in accord with NFPA 90A requirements and shall be UL approved and rated for flame spread less than 25 smoke development not more than 50. Pressure rated for 6 inches WG. Flexible duct shall be insulated with an R value of not less than 4.3 and shall be manufactured with a fiberglass reinforced vapor barrier jacket. Hart & Cooley is approved as equal.

6. Flexible nonmetallic duct shall be listed UL Class 1.

7. Other acceptable manufacturers:
   a. Flexmaster.
   b. Hart & Cooley.
   c. Atco.

2.4 ACOUSTICALLY-LINED DUCTS

A. Acoustically-lined square or rectangular ducts shall be made of sheet metal as specified above and lined with acoustical insulation as specified in Section 220700 - INSULATION.

B. Dimensions of acoustically-lined ducts shall be increased to compensate for lining thickness. Duct dimensions on drawings are clear inside dimensions.

2.5 DUCT SEALANTS

A. Solvent-based sealants may only be used if the outdoor air temperature will be below 40°F within 24 hours of applying.

B. Sealant shall be non-asbestos type, and comply with UL and NFPA 90A.

C. Sealant: Water or solvent based elastomeric compound, gun or brush grade, maximum 25 flame spread and 50 smoke developed (dry state) specifically for sealing ductwork. Use products as recommended by manufacturer for low, medium or high-pressure systems.

1. Manufacturers
   a. Hardcast.
   b. McGill Airflow LLC.
   c. Polymer Adhesives.
   d. Ductmate.

D. Tape shall not be used.

E. Gaskets and mastics used for flanged joints shall be compatible for the service of use and per the manufacturer’s recommendations.

2.6 DUCT ACCESSORIES

A. Equivalent products of Elgen, Young, Duro-Dyne, Cesco or Ventfabrics are acceptable.

B. Duct turning vanes - single vane with trailing edge as per SMACNA Fig. 2-3.

C. Flexible connections - Ventfabric's Ventglas or as approved. Fabric width necessary to provide 4" metal-to-metal separation.

D. Access Doors in Ductwork

1. Provide access doors in ductwork to permit access to the linkage side of automatic dampers, fire dampers, smoke damper, combination fire/smoke dampers, upstream side of coils, filters, humidifiers, airflow measuring stations, other equipment or devices requiring access or other locations as indicated on Drawings for cleaning, maintenance, or inspection purposes.

2. Hang access doors on heavy gauge continuous hinges and secure in the closed position by means of metal clinching type cam latches. Hinges shall move freely. Where space conditions preclude hinges, provide four heavy duty cam-lock type latches, in addition to a retainer chain.
3. Access doors shall be of double wall insulated construction of not less than 20 gauge sheet metal, neoprene gasketed around the entire perimeter. Insulation between the metal panels shall be of the same thickness as the duct or panel adjacent to the access doors. Doors shall match duct material type, and at a minimum, the pressure class of the duct system in which they are installed.

4. Minimum Size: 24 inches by 24 inches when permitted by duct size. For smaller ducts, provide largest size access door that can be accommodated by duct height or width.
   a. Ruskin Model #ADC3 “see-thru” type with cam type closers. Use the largest standard square size acceptable by the duct unless otherwise specified or noted on the drawings.

E. Instrument Test Holes (I.T.H.): Unless otherwise detailed or noted on the plans, an instrument test hole shall consist of a 5/8” diameter hole drilled and deburred in the duct with plastic snap-in closure plug.

F. High Efficiency Takeoffs: Sheet metal connectors, without volume damper.

G. Spin in connectors - Gen Flex SM-2DE or SM-2DEL as indicated.

H. Volume dampers - opposed blade type damper with locking quadrants.

I. Splitter damper - 2 gauges heavier than duct with locking quadrants and the necessary bearings and mounting accessories. Splitter dampers shall be of sufficient length to close off either branch duct.

J. Air volume extractors - adjustable, curved blade extractor with linkage and an external operating knob complete with rod, bearings, etc.

2.7 GRILLES, REGISTERS, DIFFUSERS

A. Equivalent products of Metal Aire, Titus, Krueger, Carnes, Anemostat, or as approved.

B. All units shall be furnished and installed complete with the necessary accessories such as gaskets, frames, screws, key operators, for a satisfactory installation. All grilles which are to install directly to ceiling or gypsum wall board surfaces (without duct connections) are to be provided with mounting frames on the opposite side of the ceiling or wall surface.

C. Sizes, materials, types and finishes shall be as noted in the schedules.

2.8 DUCTWORK CLEANING AND DISINFECTING

A. When scheduled, the minimum requirements for commercial HVAC system cleaning shall be as described in the National Air Duct Cleaners Association (NADCA) “General Specifications for the Cleaning of Commercial Heating, Ventilation and Air Conditioning Systems.”

PART 3 EXECUTION

3.1 GENERAL SHEET METAL INSTALLATION

A. Ductwork shall be installed to true alignment, parallel or perpendicular to adjacent building walls, floors and ceilings, to present a neat and workmanlike appearance.

B. Provide necessary offsets and transitions to avoid interference with the building construction, piping, or equipment. Locate ducts with sufficient space around equipment to allow operating and maintenance activities.

C. Bullhead tees and straight tap connections are not acceptable.

D. Provide straight runs of ductwork, upstream and downstream, at equipment, fans, coils, TAU’s, LTAUs, and humidifiers per manufacturer’s recommendations and as indicated on drawings.

E. Provide flexible connector where ductwork connects to fans, air handling units and other rotating equipment and where indicated on drawings, with at least 4” metal-to-metal. Flexible connections shall be airtight.

F. Repair damaged galvanized surfaces with zinc rich paint.
G. Enclose dampers located behind architectural intake or exhaust louveres in a sheet metal collar and seal to building construction.

H. All dampers shall operate smoothly through their entire range. Provide locking mechanisms to secure volume dampers in position.

I. Air volume control on parallel flow branches shall be accomplished with branch dampers; splitter type dampers are not acceptable.

J. Install special equipment items in ductwork systems including, but not limited to: control dampers, thermometers, airflow measuring devices and other related items, according to manufacturer’s recommendations.

K. Set plenum doors 6 in. to 12 in. above floor. Arrange door swings so that fan static pressure holds door in closed position.

L. Store duct at least 4 in. above floor on wood pallets or similar devices. Protect duct from odors, dust, moisture, and other debris while stored on or off the jobsite, and when transporting to the jobsite, by tightly covering with plastic.

M. Ductwork openings shall remain protected and covered until just prior to connection. Immediately after assembly, restore all protection to prevent odors, dust, moisture, and other debris from entering ductwork system. Remove any internal labels.

N. Blank-off panels shall be screwed to louver blades and caulked to provide a weather tight seal.

O. Provide air volume extractors or extended, tapered inlet connection where branch ducts are set into the side of trunk ducts as indicated on the plans.

P. Spin-in connector for round duct connection shall be conical in design unless otherwise noted on plans. Connectors for branch ducts which attach to main duct runs shall be fitted with volume dampers.

Q. Flexible ducts shall be connected to duct collars with nylon or stainless steel drawbands. If necessary for tightness, use mastic in addition to drawbands. Flexible duct connections shall be arranged on the main duct in such manner to provide the most direct and streamlined approach to diffusers or terminal units. Avoid sharp and unnecessary bends. Use sheet metal elbows for all 90 degree (or greater) bends less than four feet in bend radius. Avoid runs of flexible duct over 4' long unless otherwise indicated on the drawings. Flexible duct to be supported as recommended by SMACNA.

R. Wall and Floor Penetrations

1. Provide sheet metal sleeves in all concrete or masonry walls and floors. Frame or sleeve openings through stud walls.
2. Sleeves and openings sized to accept the duct with insulation. Pack insulation in after duct is installed.
3. Grout sleeves in place in existing masonry walls or floors.
4. Provide finishing collars on each side of wall or floors at all penetrations.
5. Seal the space between ductwork and sleeves with mildew resistant silicone caulk.

S. Access Doors

1. Install access doors in the locations listed below, at all locations shown on the plans, and elsewhere as necessary for damper or service access or observation. Final locations and sizes of doors shall provide maximum access for service of the component being accessed.
   a. At splitter dampers (use 8" X 8" door).
   b. At volume dampers (use 8" X 8" door).
   c. At fire dampers (use largest standard square size duct will accept).
   d. At motorized dampers (use largest standard square size duct will accept or multiple 12" X 12" size to provide service access to the entire damper).
   e. At duct coils (use largest standard square size duct will accept or multiple 12" X 12" size to provide service access to the entire coil. Access shall be provided at both sides of the coil to facilitate cleaning of coil).
3.2 **GRILLES, REGISTERS, DIFFUSERS**

A. Set flush, level and plumb, tight to floor, wall or duct. Use gaskets or plaster frames on all grilles and registers for sealing against floors, walls, ceilings or exposed duct.

B. Furnish special keys to Owner's representative for operating the different types of dampers.

C. Provide adjustable air volume extractors with all registers set into the sides of ducts.

D. All dampers and mechanisms to operate smoothly.

E. All diffusers which are mounted on exposed duct systems shall be mounted on neck ducts or saddle taps with turned-in flanges which have the same exterior size as the diffuser frame.

F. Diffusers/Grilles which are mounted to wall or ceiling surfaces and are not supported by duct systems shall be secured through the ceiling or wall to a suitable frame on the opposite (back) of the mounting surface.

G. Paint the ductwork visible through the face of grilles and diffusers flat black.

3.3 **FLEXIBLE DUCT INSTALLATION**

A. Flexible duct runs shall not exceed 5 ft. long. Cut to length so that it is not compressed. Trim ends squarely. Sag shall not exceed 1/2 in. per linear foot when installed horizontally.

B. Provide a minimum of 3 ft. of flexible non-metallic duct at connections to supply, return and exhaust diffusers/grilles, unless otherwise noted.

C. Support at a maximum spacing of 2 ft. using 4 in. wide sheet metal protection saddles at each duct hanger. Flex duct directional changes shall not exceed 45 deg with centerline radius of bend no less than one-half times duct diameter.

D. For connection to supply, return and exhaust diffusers/grilles located in horizontal ceilings, use prefabricated 90 degree plastic supports (such as the Flexflow Elbow by Thermaflex), or 90 degree sheet metal elbow fittings.

E. Apply duct sealant to outside surface of collars and secure with metallic draw-band where flexible duct joins other duct or devices.

F. Flexible duct shall not be used to connect terminal units to branch or main ducts.

3.4 **DUCTWORK HANGERS AND SUPPORTS**

A. Generally, hang and support ductwork per the latest edition of SMACNA. Additionally, adhere to the more specific requirements found in this specification section, the Related Sections, and as indicated on the project drawings.

B. Hanging duct, equipment, or accessories with cables or wires is prohibited.

C. Comply with Related Sections and drawing details regarding hangers, building attachments, fasteners, beam clamps and retaining clips, and as note below.

D. Provide vibration isolation as specified in Related Section.

E. Ductwork shall be supported and anchored to structure so that horizontal ducts are without sag or sway, vertical ducts without buckle and all ducts are free from deformation, collapse or vibration

F. Support un-insulated rectangular ducts in sizes to 36 in. by non-perforated galvanized steel strap or by trapeze hangers. Support insulated rectangular ducts and ducts larger than 36 in. with trapeze hangers.

G. Provide at least one support for each length of duct, with a maximum hanger spacing of 10 feet. Install supports on both ends of duct turns, branch fittings and transitions.
H. Do not hang ductwork from piping, ducts, other trades hangers, existing hangers, or equipment.

I. Single band hangers are not acceptable on ducts greater than 24 in. diameter.

J. Provide supports on each side of any duct mounted equipment or device, including fans, coils, dampers, etc., to permit removal of item without removal of adjacent duct sections.

K. Provide supplemental steel required to support ductwork in shafts, mechanical rooms or on the floor where structural steel is not properly positioned.

L. Beam clamps shall be double sided on ducts over 36 in. by 36 in. Use double sided or single sided beam clamps with retaining clips on all other sizes.

M. Provide clamping systems that are compatible with the structural steel system of the building.

N. Use angle iron "V" construction supports or similarly rigid construction for vertical ducting that requires lateral support.

O. Ductwork mounted on roof or otherwise exposed to elements shall be supported with frames constructed of galvanized steel angles and channels, regardless of duct size. Supports shall not rest on top of roof, but shall be firmly attached to roof structure and properly flashed. Ducts that penetrate through the roof shall utilize curbs and shall be counter-flashed. All fasteners shall be galvanized.

P. Provide angle sway bracing and diagonal cross bracing to the structure to provide support against maximum lateral loads that may be imposed on the ductwork installed downstream of fan discharges and ductwork exposed to wind loads, and any other locations exposed to lateral loads.

3.5 DUCT PAINTING

A. Where the interior of duct is visible through grilles, registers, diffusers or other air diffusion devices, paint the interior flat black. Coordinate work with Architectural Trade.

B. For plenum returns, where equipment and structure above ceiling is visible through return air grilles, provide black sheet metal baffle with turned edges suspended from building construction. Size and position the baffle to prevent restriction of air flow. Where space above ceiling precludes use of a baffle, paint visible building surfaces flat black.

3.6 TESTING AND BALANCING

A. Testing

1. The entire duct system and its components shall be tested and checked under actual system operating conditions. Ducts shall demonstrate that they are reasonably airtight.

2. All dampers shall be checked for smoothness of operation. Repair unacceptable units to the satisfaction of the A/E.

3. The Contractor to operate all dampers after installation to ensure that operation is correct and that service access is adequate.

4. Any portion of ductwork which indicates ‘oil canning’ or deformation due to duct pressures shall be additionally reinforced.

B. Balancing

1. See Section 230593: TESTING, ADJUSTING AND BALANCING.

3.7 DUCTWORK CLEANING

A. All equipment, plenums, ducts, grilles and registers, hoods and component parts of all duct systems shall be clean and free of dirt and debris on both the inside and outside of all components. Cleaning methods shall consist of sweeping, vacuuming, washing, etc., as necessary to establish clean conditions.

END OF SECTION 233207
SECTION 235536 – ELECTRIC HEATERS

PART 1  GENERAL

1.1  WORK INCLUDED
A. This Section governs the materials and installation of electric duct heaters.

1.2  EQUIPMENT SUBSTITUTION
A. Where equipment may be described by manufacturer, name, or model, such description shall establish a standard of quality, size and arrangement. See section 230000, para. SUBSTITUTIONS.

1.3  TESTING & APPROVING AGENCIES
A. Where items of equipment are required to be provided with compliance to U.L., or other testing and approving agencies, the Contractor may submit a written certification from any nationally recognized testing agency, adequately equipped and competent to perform such services, that the item of equipment has been tested and conforms to the same method of test as the listed agency would conduct.

1.4  SUBMITTAL DATA
A. See Section 230000 for general submittal requirements.
B. Provide manufacturer's literature for all products specified in this Section which will be installed under this project.
C. The unit manufacturer shall prepare a complete wiring diagram showing connections, color coding, low voltage and line voltage wiring to all components. This drawing shall be on one sheet (it shall not be pieces of standard drawings, each concerned only with the one piece of equipment). The drawing shall be for this specific job, with specified thermostat shown and specific starters and relays, where used, shown. This drawing shall be submitted with equipment literature and shall be corrected and resubmitted until approved by the Engineer.

PART 2  PRODUCTS

2.1  INLINE DUCT HEATERS
A. The heating equipment shall include an electric open coil element to release heat directly into the airstream. Manufactured by Qmark, Markel, Berko, or approved equal. The heater shall be designed for horizontal and/or vertical mounting, flanged or permanent. Heaters shall be UL listed.
B. The heater assembly which fits into the duct, shall consist of a controls enclosure to house the operational parts of the heater. The cabinet shall be UL listed for indoor use.
C. Element shall mate to the surrounding duct with integral flanges and internal 2" insulation. Adjust duct dimensions as necessary to meet flanges.
D. The heating element shall be iron free, consisting of an 80/20 nickel-chromium resistance wire.
E. Heating Element shall be interlocked with ventilation fan to only allow the element to become energized during operation of the fan. Provide appropriate contactors and/or disconnects per manufacturers written instructions.
F. Factory Safety Interlocking Disconnect.
G. An automatic reset thermal cutout shall be built into the system to shut off the heater in the event of over heating.
H. Provide with a remote duct mounted thermostat with solid state modulating control (SCR) shall control the heating element output.

I. Heater on; Pilot light

PART 3 EXECUTION

3.1 INSTALLATION

A. Install all units as noted and shown on the drawings and in strict accord with the manufacturer's instructions, printed and verbal.

B. Units shall be completely serviced before final acceptance. This includes lubrication, belt adjustment, installation of clean filters, adjustment of controls, etc.

C. Cooperate with other trades to ensure the proper construction and location of the correct size plenum, pads, supports, and openings in construction to accommodate the equipment used.

D. Units shall be fitted with clean filters at the time of project acceptance.

3.2 TESTING, BALANCING, CHECKING

A. Testing

1. Units shall be observed during normal system operation after all balancing is complete. Any excessive noise indicating loose belts, bad bearings, etc., shall be corrected.

END OF SECTION 235536
SECTION 232300 - REFRIGERATION SYSTEM

PART 1  GENERAL

1.1  WORK INCLUDED

A. Install refrigeration piping as required for a Multi-zone Mini Split air conditioning system consisting of a condensing unit and three indoor evaporator fan units.

B. Install equipment per manufacturers written instructions for the multi-split air conditioning system.

C. Insulate all refrigeration piping as required by code.

1.2  QUALITY ASSURANCE

A. Materials, methods, workmanship and testing shall be in accord with the applicable sections of the ASHRAE Handbook and good industry practices.

B. Contractor shall be a factory certified installer of Diakin systems with a minimum of two successfully completed projects.

1.3  SUBMITTAL DATA

A. Shop Drawings

1. Piping Diagram

   a. The Contractor shall submit complete refrigerant piping layout drawings for the entire system, showing oil traps, double risers, piping sizing, components, etc., for a complete installation. The Contractor shall not run any piping until the above drawings have received approval.

PART 2  PRODUCTS

2.1  AIR-COOLED CONDENSING UNITS

A. See multi-zone mini-split air conditioning schedule and specifications.

2.2  REFRIGERATION PIPE AND FITTINGS

A. Type L brightly annealed and sealed copper tubing factory prepared for refrigeration use.

B. Refrigerant tubing sealed at factory to keep out dirt and moisture, and to remain sealed until installed.

C. Fittings wrought copper. Suitable for use with high temperature silver solder. Use both long and short radius elbows as required.

D. Solder to be high temperature silver solder such as Sil-Fos or Easy-Flo with a melting point of at least 1000 degrees F.

2.3  REFRIGERATION SPECIALTIES

A. Service Valves
1. Superior Valve Company valves for service up to 235 degrees F. and 500 psi pressure.

B. Vibration Eliminators
1. Seamless flexible tin-bronze hose, line size, pressure rated for the particular application.

PART 3 EXECUTION

3.1 INSTALLATION

A. Condensing Unit
1. Install per manufacturer’s instructions.
2. Condensing unit serviced such as lubrication of motors, coupling alignments, wiring checkout, etc., before starting unit.

B. Piping
1. Pipe assembly shall be done by qualified, experienced refrigeration mechanic in accord with procedures and methods set forth in the ASHRAE Handbook.
2. Pipe to pitch down 1/2" in 10' in direction of flow.
3. Use a combination of street ells and standard ells for oil traps. Keep short as possible. Long radius ells used elsewhere.
4. Remove dirt, slag and foreign materials from piping by swabbing out with a lintless cloth.
5. An inert gas shall be flowing through piping during soldering.
6. Use vibration eliminators for making connection to equipment.

C. Components
1. Install manual valves as required for proper servicing of the system. Locate for easy operation.
4. Solenoid valves: Install in liquid line to each DX coil with head in vertical position. Locate for easy access to manual lift device.
5. Expansion valves: Install in liquid line to each DX coil with head in vertical position. Remote bulb clamped on horizontal suction at 45 degrees below horizontal. Equalize line connected into suction line downstream of remote bulb.
3.2 CHARGING

A. After evacuation procedure, the system shall be charged with a full charge of the appropriate refrigerant and system placed into service.

3.3 INSTRUCTION

A. Full instructions covering the operation, maintenance, function, service requirements, etc., will be given to the Owner’s representative by the unit manufacturer's representative after the system is operating and approved by the Engineer.

End of Section
PART 1  GENERAL

1.1 SYSTEM DESCRIPTION
A. Work includes modifications to an existing variable capacity, heat pump air conditioning system (Inverter Driven series) multi-split system.
B. Modifications include removal of one indoor evaporator unit and the addition of two indoor evaporator units and one additional branch circuit provider and required associated accessories.

1.2 QUALITY ASSURANCE
A. All equipment specified in this section shall be obtained from a single manufacturer. manufacturer: Daikin. Contractor shall be a factory certified installer of Daikin systems with a minimum of two successfully completed projects.
B. The units shall be tested by a Nationally Recognized Testing Laboratory (NRTL), in accordance with ANSI/UL 1995 – Heating and Cooling Equipment and bear the Listed Mark.
C. All wiring shall be in accordance with the National Electric Code (NEC).
D. Each combination shall be rated in accordance with Air Conditioning Refrigeration Institute’s (ARI) Standard 210/240 and bear the ARI label.
E. The system will be produced in an ISO 9001 and ISO 14001 facility, which are standards set by the International Standard Organization (ISO). The system shall be factory tested for safety and function.
F. The outdoor unit will be factory charged with R-410A refrigerant. Additional refrigerant shall be provided as needed for the system.
G. A holding charge of dry nitrogen shall be provided in the evaporator.
H. System efficiency shall not be less than scheduled.

1.3 DELIVERY, STORAGE AND HANDLING
A. Unit shall be stored and handled according to the manufacturer’s recommendations.

1.4 WARRANTY
A. Manufacturer shall provide 1 year parts and labor warranty for all products specified will be free from defects in material or workmanship.
B. Manufacturer shall provide 7 year parts warranty for its compressors

1.5 PERFORMANCE
A. The system performance shall be in accordance with ARI 210/240 test conditions.
B. The cooling performance is based on 80°F DB / 67°F WB for the indoor unit and 95°F DB / 75°F WB for the outdoor unit and 25 feet of piping.

C. The heating performance is based on 70°F DB / 60°F WB for the indoor unit and 47°F DB / 43°F WB for the outdoor unit and 25 feet of piping.

D. The operating range in cooling will be 14°F DB ~ 115°F DB.

E. The operating range in heating will be 5°F DB ~ 72°F DB.

F. Manufacturers representative shall complete shop drawings showing equipment location and piping lengths and submit for approval.

PART 2 PRODUCTS

2.1 INDOOR UNITS

A. General:
   1. The indoor unit shall be factory assembled and pre-wired with all necessary electronic and refrigerant controls. Both liquid and suction lines must be individually insulated between the outdoor and indoor units.

B. Unit Cabinet:
   1. The indoor unit shall have an unfinished sheet metal cabinet for concealed ducted applications.
   2. The drain and refrigerant piping shall be accessible for flexible installation from the right side.
   3. The cabinet shall be supplied with suspension bracket for securely mounting the cabinet to threaded rod (field supplied).
   4. The cabinet includes a receiver to accept signals from an infra-red remote controller.

C. Fan:
   1. The evaporator fan shall be an assembly consisting of a direct-driven sirocco fan by a single motor.
   2. The fan shall be statically and dynamically balanced and operate on a motor with permanent lubricated bearings.
   3. The indoor fan shall offer a choice of five speeds, plus quiet and auto settings with an ESP of 0.15 in. WG at high speed for the rated capacity.
   4. The return air shall be accessible by either bottom or rear return (standard).

D. Filter:
   1. The return air filter provided will be a mildew proof, removable and washable filter.

E. Coil:
   1. The evaporator coil shall be a nonferrous, aluminum fin on copper tube heat exchanger.
   2. All tube joints shall be brazed with silver alloy or phoscopper.
   3. All coils will be factory pressure tested.
   4. A condensate pan shall be provided under the coil with a drain connection.
F. Electrical:
1. The outdoor unit shall be powered with 208-230 volts, 1 phase, and 60 hertz power. The indoor unit shall receive 208-230 volt, 1 phase, 60 hertz power from the outdoor unit.
2. The allowable voltage range shall be 187 volts to 253 volts.

G. Control:
1. The unit shall have a hard-wired wall mounted thermostat/controller.
2. It shall have Cooling Operation, Heating Operation, Automatic Operation, Dry Operation and Fan Only Operation.
3. Controller shall have On/Off Power switch, Mode Selector, Silent Button (for outdoor unit), Fan Setting, On/Off Timer Setting, Temperature Adjustment, Home Leave Operation and Powerful Operation.
4. On/Off switch powers the system on or off.
5. Mode selector shall operate the system in auto, cool, heat, fan or dry operation.
6. Silent operation shall lower the sound level of the outdoor unit by slowing the inverter driven fan speed.
7. Fan setting shall provide five fan speeds, plus quiet and auto settings.
8. On/Off timer is used for automatically switching the unit on or off.
9. Temperature adjustment allows for the increase or decrease of the desired temperature.
10. Powerful operation allows quick cool down or heating up in the desired space to achieve maximum desired temperature in the shortest allowable time period.
11. The infrared remote control shall perform fault diagnostic functions which may be system related, indoor unit or outdoor unit related depending on the fault code. Temperature range on the remote control shall be 64°F to 90°F in cooling mode and 50°F to 86°F in heating mode.
12. The indoor unit microprocessor has the capability to receive and process commands via return air temperature and indoor coil temperature sensors enabled by commands from the remote control.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install all equipment and put into service in full accordance with the manufacturer's printed instructions.

B. Units shall fit snugly and securely to walls and/or ceilings. Coordinate with other trades for proper size openings and anchorage for the units.

C. Scratched, dented, and otherwise damaged units shall be put in first-class condition before acceptance. Access doors, fronts and filters to be easily opened or removed without binding.

D. Adjust discharge louvers for optimum air distribution.

E. The entire system shall be installed by the approved equipment manufacturers factory trained contractor/dealer.

End of Section