

PROJECT MANUAL FOR:

**Reid Hall
Rooms 401 & 402 Renovation**

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

January 23, 2019

PPA No. 18-2170

SET NO.:



**MONTANA
STATE UNIVERSITY**

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

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- Bid Proposal, Form 098

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

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

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

<http://www.montana.edu/pdc/docs/index.html> or will be provided upon request.

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CAMPUS PLANNING, DESIGN & CONSTRUCTION

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

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

PERMIT NOTICE

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

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

INVITATION TO BID

Sealed bids will be received until **2:00 PM on Thursday, February 21, 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: **Reid Hall Rooms 401 & 402 Renovation, PPA No. 18-2170**.

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/projects/bids.html>

A PRE-BID WALK-THROUGH IS SCHEDULED FOR Monday February 11, 2019, AT 3:30 PM PARTICIPANTS SHOULD MEET AT: MSU Bozeman, Plew Building, Conference Room 214, 6th & Grant, 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

Campus Planning, Design and Construction

INSTRUCTIONS TO BIDDERS

1. Table of Contents

Provided in the Printed Project Manual:

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

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

<http://www.montana.edu/pdc/contract-documents.html>

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

2. Viewing of Contract Documents

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

Builders Exchange of Billings
2050 Broadwater STE A
Billings MT 59102
406/652-1311
bbx@billingsplanroom.com

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

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

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

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

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

Butte Builders Exchange
4801 Hope Road
Butte MT 59701
406/782-5433
butteplans@gmail.com

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

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

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

reproduce a replacement set.

4. Visits to Site

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

Jaclyn Liebscher, Project Manager
Montana State University
Campus Planning, Design & Construction
6th and Grant, PO Box 172760
Bozeman, Montana 59717-2760
Ph: 406/994-5970; Fax: 406/994-5665

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

5. Requests for Substitution

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

6. Bids/Proposals

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

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

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

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

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

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

Name of Project:	Reid Hall Rooms 401 & 402 Renovation
Location:	Montana State University Bozeman Campus
MSU PPA Project Number:	18-2170
Name of Bidder:	_____
Acknowledge Addendum Number:	___, ___, ___, ___

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

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

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

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

7. Bid Security

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

8. Withdrawal of Bids

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

9. Interpretation of Contract Documents

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

10. Award of Bids

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

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

11. Contract

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

12. Performance, Labor and Material Payment Security

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

- 12.4. The Owner shall require the successful bidder to furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201 MCA).
- 12.5. The bonds shall be executed on forms furnished by the Owner. No other forms will be acceptable.
- 12.6. The bonds shall be signed in compliance with State statutes (33-17-111 MCA).
- 12.7. Bonds shall be secured from a State licensed bonding company.
- 12.8. Power of Attorney
 - 12.8.1. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney;
 - 12.8.2. One original copy shall be furnished with each set of bonds.
 - 12.8.3. Others furnished with a set of bonds may be copies of that original.
13. Notice To Proceed
 - 13.1. The successful bidder who is awarded the contract for construction will not be issued a Notice to Proceed until there is a signed Contract, the specified insurance certificates and a copy of the bidder's current Construction Contractor Registration Certificate in the Owner's possession. All items are required within fifteen (15) calendar days of contract award made by the Owner.
14. Laws and Regulations
 - 14.1. The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in this contract as if bound herein in full.
15. Payments
 - 15.1. NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION. Per Title 28, Chapter 2, Part 21, this contract allows the Owner to change the number of days to approve a Contractor's payment request. This contract allows the Owner to approve the Contractor's payment request within thirty-five (35) calendar days after it is received by the Owner without being subject to the accrual of interest.
16. Time of Completion
 - 16.1. Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project **by August 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 (\$200.00) DOLLARS per calendar day. Liquidated damages charges will be deducted from the amount due the Contractor.

~END OF INSTRUCTIONS~



BID PROPOSAL

Reid Hall Rooms 401 & 402 Renovation
PPA No. 18-2170

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 Mosaic Architects, 428 North Last Chance Gulch, Helena, Montana 59601, 406/449-2013, by submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:

BASE BID:

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

ALTERNATE NO. 1 ADD power and controls for projection screens.
THE BIDDER AGREES TO ADD THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM OF:

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

ALTERNATE NO. 2 ADD all work required to supply and install floor outlets as shown on E101, work involves eight (8) floor outlets.
THE BIDDER AGREES TO ADD THE SPECIFIED SCOPE OF WORK FOR THE TOTAL SUM OF:

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

ALTERNATE NO. 3: ADD metal soffit panel in lieu of gypsum board soffits as shown on interior elevations. Alternate changes soffit finish (horizontal and vertical faces) from painted gypsum board to prefinished metal panel.

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

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

This bidder acknowledges receipt of the following addenda:

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

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

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Business Address: _____

Construction Contractor

Registration No.: _____

Phone No.: _____

Fax No.: _____

Email: _____

Date.: _____



STANDARD FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

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

This CONTRACT is made as of:

(date)

BETWEEN:

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

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

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

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

ARTICLE 1 – SCOPE OF WORK

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

[PROJECT NAME]

PPA NO.: [PPA NO.]

Bid Documents Dated: (alpha date)

As prepared by:

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

Hereinafter identified as the "ARCHITECT/ENGINEER."

ARTICLE 2 – TIME OF COMPLETION

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

CONSECUTIVE CALENDAR DAYS.

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

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

ARTICLE 3 – CONTRACT SUM

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

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

ARTICLE 4 – PROGRESS PAYMENTS

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

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

ARTICLE 5 – FINAL PAYMENT

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

ARTICLE 6 – CONTRACT DOCUMENTS

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

ARTICLE 7 – PREVAILING WAGE SCHEDULE

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

ARTICLE 8 – VENUE

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

ARTICLE 9 – MISCELLANEOUS PROVISIONS

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

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

Contractor's Bid Proposal dated: []

Contractor's Revised Proposal dated: []

EXECUTION OF THIS CONTRACT

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

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

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

(Signature)

John How, Interim Director

(Print Name)

(Title)

(Date)

(Date)

Contractor's Registration Certificate No. _____

Federal Tax Identification No. _____

Incorporated? _____ No _____ yes

Please refer to PPA No. in all correspondence.



**GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION**

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

FRONT PAGE HIGHLIGHTS

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

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

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

1. ARTICLE 1 – GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3. CAPITALIZATION

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

1.4. INTERPRETATION

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

1.5. EXECUTION OF THE CONTRACT AND CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

2. ARTICLE 2 – THE OWNER

2.1. THE STATE OF MONTANA

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

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

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

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

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

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

2.2. OWNER'S RIGHT TO STOP WORK

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

2.3. OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.4. OWNER'S RIGHT TO PERSONNEL

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

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

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

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

3. ARTICLE 3 – THE CONTRACTOR

3.1. GENERAL

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

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

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

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

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

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

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

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

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

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

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

3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3. SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

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

3.4. LABOR, WAGES, AND MATERIALS

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

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

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

3.4.4. Prevailing Wages and Montana Residents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5. WARRANTY AND GUARANTEE

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

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

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

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

3.6. TAXES

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

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

3.7. PERMITS, FEES, AND NOTICES

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

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

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

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

3.8. ALLOWANCES

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

3.8.2. Unless otherwise provided in the Contract Documents:

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

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

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

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

3.9. CONTRACTOR'S PERSONNEL

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

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

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

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

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

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

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

3.10. CONSTRUCTION SCHEDULES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

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

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

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

3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

3.13. USE OF SITE

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

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

3.14. CUTTING AND PATCHING

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

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

3.15. CLEAN UP AND SITE CONTROL

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

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

3.16. ACCESS TO WORK

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

3.17. ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18. INDEMNIFICATION

3.18.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and the Owner against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys' fees), and losses from any cause whatever (including patent, trademark and copyright infringement) except the Owner's sole

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

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

4. ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.1. THE ARCHITECT/ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3. CLAIMS AND DISPUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (Name) (Title)

Of _____
 (Company) (Date)

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

 (Signature) (Date)”

4.3.2. Continuing Contract Performance.

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

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

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

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

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

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

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

4.3.4. Claims for Additional Cost.

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

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

4.3.5. Claims for Additional Time

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

4.3.5.2. Weather Delays:

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

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

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

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

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

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

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

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

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

4.3.6. Claims for Consequential Damages

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

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

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

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

4.4. RESOLUTION OF CLAIMS, DISPUTES, AND CONTROVERSIES

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

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

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

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

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

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

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

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

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

4.5. MEDIATION

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

4.5.2. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and/or those rules specified in the contract documents or separately agreed upon between the parties. Construction Industry Mediation Rule M-2 (filing with AAA) is void. The parties shall mutually agree upon a mediator who shall then take the place of AAA in the Construction Industry Mediation Rules. The parties must mutually agree to use AAA and no filing of a request for mediation shall be made to AAA by either party until such mutual agreement has been made. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

4.6. ARBITRATION

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

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

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

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

4.6.5. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and/or those rules specified in the Contract Documents or separately agreed upon between the parties. Construction Industry Arbitration Rule R-3 (filing with AAA) is void. The parties shall mutually agree upon an arbitrator or arbitrators who shall then take the place of AAA in the Construction Industry Arbitration Rules. The parties must mutually agree to use AAA and no filing of a demand for arbitration shall be made to AAA by either party until such mutual agreement has been made. The demand for arbitration shall be filed in writing with the other party to the Contract and a copy shall be filed with the Architect/Engineer.

4.6.6. A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.5 and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

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

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

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

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

4.6.10. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree that the costs of the arbitrator(s') compensation and expenses shall be borne equally. The parties further agree that the arbitrator(s) shall have authority to award to either party some or all of the costs and expenses involved, including attorney's fees.

5. ARTICLE 5 – SUBCONTRACTORS

5.1. DEFINITIONS

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

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

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

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

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

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

5.3. SUBCONTRACTUAL RELATIONS

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

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

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

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

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

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

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

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

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

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

5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

6.2. MUTUAL RESPONSIBILITY

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

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

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

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

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

6.3. OWNER'S RIGHT TO CLEAN UP

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

7. ARTICLE 7 – CHANGES IN THE WORK

7.1. GENERAL

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

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

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

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

7.2. CHANGE ORDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3. CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

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

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

7.3.4.5. as provided in Subparagraph 7.3.9.

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

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

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

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

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

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

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

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

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

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

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

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

7.4. MINOR CHANGES IN THE WORK

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

8. ARTICLE 8 – TIME

8.1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

8.2. PROGRESS AND COMPLETION

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

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

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

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

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

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

9. PAYMENTS AND COMPLETION

9.1. CONTRACT SUM

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

9.2. SCHEDULE OF VALUES

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

9.3. APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

9.3.7.3. Progress Payments

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

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

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

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

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

9.3.7.5. The Contractor shall maintain a monthly billing cycle.

9.4. CERTIFICATES FOR PAYMENT

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

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

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

9.5. DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

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

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

9.6. PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

9.7. FAILURE OF PAYMENT

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

9.8. SUBSTANTIAL COMPLETION

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

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

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

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

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

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

9.9. PARTIAL OCCUPANCY OR USE

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

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

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

9.10. FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1. SAFETY

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

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

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

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

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

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

10.2. HAZARDOUS MATERIALS/SUBSTANCES

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

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

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

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

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

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

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

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

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

10.3. UTILITIES

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

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

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

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

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

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

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

11. ARTICLE 11 - INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

11.2. INSURANCE, GENERAL REQUIREMENTS

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

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

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

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

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

11.3. WORKERS' COMPENSATION INSURANCE

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

11.4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

11.5. PROPERTY INSURANCE (ALL RISK)

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

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

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

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

11.6. ASBESTOS ABATEMENT INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1. UNCOVERING OF WORK

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

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

12.2. CORRECTION OF WORK

12.2.1. BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

12.2.2. AFTER SUBSTANTIAL COMPLETION AND AFTER FINAL ACCEPTANCE

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

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

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

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

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

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

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

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

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

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

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

12.3. ACCEPTANCE OF NONCONFORMING WORK

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

13. ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

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

13.2. SUCCESSORS AND ASSIGNS

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

13.3. WRITTEN NOTICE

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

13.4. RIGHTS AND REMEDIES

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

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

13.5. TESTS AND INSPECTIONS

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

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

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

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

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

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

13.6. INTEREST

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

13.7. COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1. As between the Owner and Contractor:

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

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

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

13.8. PAYROLL AND BASIC RECORDS

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

14. ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1. TERMINATION BY THE CONTRACTOR

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

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

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

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

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

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

14.2. TERMINATION BY THE OWNER FOR CAUSE

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

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

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

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

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

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

14.3. SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

14.4. TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

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

14.4.3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. The Contractor shall provide a full and complete itemized accounting of all costs.

15. EQUAL OPPORTUNITY

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

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

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

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(REVISED MARCH 1, 2016)

FOR STATE OF MONTANA GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 SPECIFICATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 – THE OWNER

2.1 THE STATE OF MONTANA

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

ARTICLE 3 – THE CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.6 ADD: PRODUCT DELIVERY, STORAGE AND HANDLING

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

3.3.6.2 ADD: DELIVERY AND HANDLING:

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

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

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

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

3.3.6.3 ADD: STORAGE

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

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

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

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

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

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

3.10 CONSTRUCTION SCHEDULES

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

3.11 DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

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

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

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

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

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

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

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

3.12.1 DEFINITIONS:

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

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

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

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

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

3.13. USE OF SITE

3.13.3 ADD: MSU BOZEMAN Vehicle Regulations state:

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.6. ARBITRATION

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

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

ARTICLE 7 – CHANGES IN WORK

7.2 CHANGE ORDERS

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

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

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

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

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

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

ARTICLE 8 - TIME

8.1. DEFINITIONS

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

8.2. PROGRESS AND COMPLETION

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3. APPLICATIONS FOR PAYMENT

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

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

9.8. SUBSTANTIAL COMPLETION

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

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

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

9.8.4.1.3 Removal of all temporary structures and barricades.

9.10. FINAL COMPLETION AND FINAL PAYMENT

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

ARTICLE 10 – PROTECTIONS OF PERSONS AND PROPERTY

10.1. SAFETY

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

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

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

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

10.3. UTILITIES

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

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

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

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

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

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

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

10.3.8 ADD: The Owner allows the contractor to use the Owner's utilities (water, heat, electricity) services without charge for procedures necessary for the completion of the work.

ARTICLE 11 - INSURANCE AND BONDS

11.4. COMMERCIAL GENERAL LIABILITY INSURANCE

11.4.1.3. Insert in the first line after "State of Montana": ", Montana State University".

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

11.7.1. Insert in the first line at the beginning of the sentence "For contracts equal to or greater than \$25,000".

11.8. CANCELLATION

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

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

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

END OF SUPPLEMENTARY GENERAL CONDITIONS

Cost Estimate to Re-key Buildings

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

PROJECT CLOSEOUT CHECKLIST

PROJECT TITLE: _____ PPA No. _____
 CONTRACTOR: _____ DATE: _____
 CONSULTANT _____

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

To be submitted with Application of Final Payment

Contract Requirements	Date PM Verified	Date Completed	Required Documentation:
			Final application for payment (all contracts)
			Certificate of Substantial Completion - MSU Form 107 (over \$25K)
			Certificate of Final Acceptance - MSU Form118 (over \$25K)
			Consent of Surety to final payment MSU Form103 (if over \$25K)

MSU PM			Verification of All Change Orders & Final Amounts with Contract amounts
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*Contractor to submit all deliverables to the Consultant
To be submitted with Application of Final Payment*

Contractor Requirements	Date PM Verified	Date Completed	Required Deliverables:
			Final walk through and instructions to Owner
			As-built "red lined" drawings (PDF Color Scan of Redlined Construction Set)
			Complete set of project shop drawings/Product Data (3Sets)
			Demonstration & Training
			City of Bozeman Building Permits: <input type="checkbox"/> Fire Suppression test & Certificate <input type="checkbox"/> Fire Alarm test & Certificate <input type="checkbox"/> Elevator Inspection <input type="checkbox"/> Plumbing & HVAC test & Inspection <input type="checkbox"/> Electrical Inspection <input type="checkbox"/> Temporary certificate of occupancy <input type="checkbox"/> Final certificate of occupancy
			Final project inspection
			Notification of completion of punch list
			Copy of warranty Binder

Contractor Signature _____ Consultant Signature _____

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

Consultant Requirements	Date PM Verified	Date Completed	Required Deliverables:
			Operation & Maintenance Manuals: including warranties or guarantees for all equipment (2 copies – project, trades, building file, support manager: PDF & Paper) <input type="checkbox"/> HVAC <input type="checkbox"/> Plumbing <input type="checkbox"/> Electrical <input type="checkbox"/> Elevator <input type="checkbox"/> Fire Alarm <input type="checkbox"/> Roof <input type="checkbox"/> Project Manual (Divisions 1-13)

Consultant Signature _____ Project Manager _____

**MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2018**

Effective: *January 27, 2018*

**Steve Bullock, Governor
*State of Montana***

**Galen Hollenbaugh, Commissioner
*Department of Labor and Industry***

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

GALEN HOLLENBAUGH
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27,2018

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.”*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at www.mtwagehoubopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

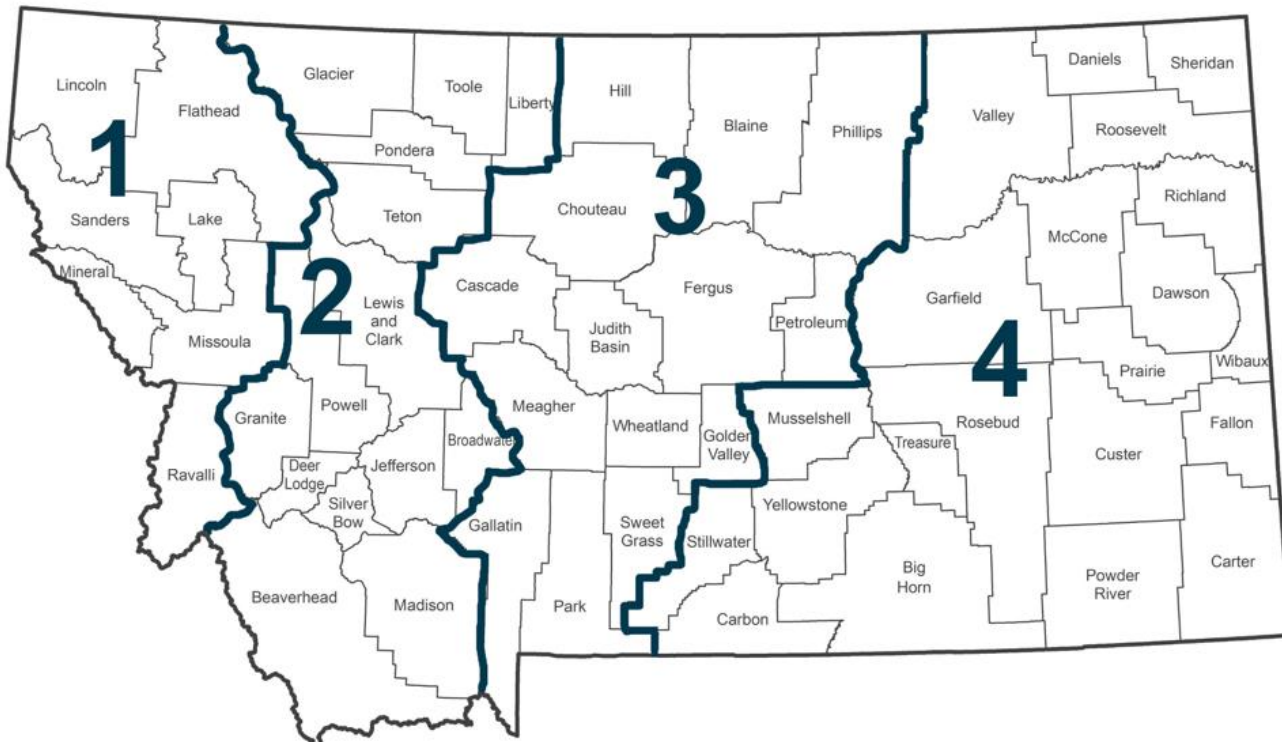
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...*the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.*” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

District 4 – Billings: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...*an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.*” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘*Travel pay, ’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.*” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states “ ‘*Per diem ’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.*”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states “...*The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.*” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...*performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.*”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Projects of a Mixed Nature

Section 18-2-408, MCA states:

“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”

Q. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

R. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

S. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BOILERMAKERS

	Wage	Benefit
District 1	\$30.25	\$30.30
District 2	\$30.25	\$30.30
District 3	\$30.25	\$30.30
District 4	\$30.25	\$30.30

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

Travel:

All Districts

0-120 mi. free zone

>120 mi. federal mileage rate/mi.

Special Provision:

Travel is paid only at the beginning and end of the job.

Per Diem:

All Districts

0-70 mi. free zone

>70-120 mi. \$55.00/day

>120 mi. \$70.00/day

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BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$26.58	\$14.00
District 2	\$26.58	\$14.00
District 3	\$26.22	\$14.00
District 4	\$26.22	\$14.00

Travel:

All Districts

0-45 mi. free zone

>45-60 mi. \$25.00/day

>60-90 mi. \$55.00/day

>90 mi. \$65.00/day

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CARPENTERS

	Wage	Benefit
District 1	\$22.06	\$13.07
District 2	\$22.00	\$13.36
District 3	\$22.00	\$13.07
District 4	\$24.58	\$13.07

Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

Duties Include:

Install roll and batt insulation, and hardwood floors.

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$19.22	\$10.36
District 2	\$21.73	\$10.51
District 3	\$21.57	\$10.36
District 4	\$19.22	\$10.36

Duties Include:

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

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$2.95/hr.

>60 mi. base pay + \$4.75/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$26.41	\$12.20
District 2	\$26.41	\$12.20
District 3	\$26.41	\$12.20
District 4	\$26.41	\$12.20

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$27.20	\$12.20
District 2	\$27.20	\$12.20
District 3	\$27.20	\$12.20
District 4	\$27.20	\$12.20

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

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$28.45	\$12.20
District 2	\$28.45	\$12.20
District 3	\$28.45	\$12.20
District 4	\$28.45	\$12.20

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

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$29.45	\$12.20
District 2	\$29.45	\$12.20
District 3	\$29.45	\$12.20
District 4	\$29.45	\$12.20

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

This group includes but is not limited to:

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$30.45	\$12.20
District 2	\$30.45	\$12.20
District 3	\$30.45	\$12.20
District 4	\$30.45	\$12.20

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

This group includes but is not limited to:

Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$31.45	\$12.20
District 2	\$31.45	\$12.20
District 3	\$31.45	\$12.20
District 4	\$31.45	\$12.20

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

This group includes but is not limited to:

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$32.45	\$12.20
District 2	\$32.45	\$12.20
District 3	\$32.45	\$12.20
District 4	\$32.45	\$12.20

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

This group includes but is not limited to:

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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CONSTRUCTION LABORERS GROUP 1 / FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$19.90	\$9.92
District 2	\$18.75	\$9.92
District 3	\$18.75	\$9.92
District 4	\$18.75	\$9.92

Zone Pay:
All Districts
 0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr.
 >30-50 mi. base pay + \$0.85/hr.
 >50 mi. base pay + \$1.25/hr.

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CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$17.64	\$7.54
District 2	\$18.67	\$8.49
District 3	\$17.55	\$7.28
District 4	\$19.14	\$3.76

Zone Pay:
All Districts
 0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr.
 >30-50 mi. base pay + \$0.85/hr.
 >50 mi. base pay + \$1.25/hr.

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$20.90	\$9.92
District 2	\$20.90	\$9.92
District 3	\$20.90	\$9.92
District 4	\$20.90	\$9.92

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster (excluding all surface preparation work for paint); Sod Cutter-Power and Tamper.

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Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$21.20	\$9.92
District 2	\$21.20	\$9.92
District 3	\$22.44	\$9.92
District 4	\$21.20	\$9.92

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

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Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$22.00	\$13.07
District 2	\$22.00	\$13.36
District 3	\$22.00	\$13.07
District 4	\$22.00	\$13.07

Duties Include:

Drywall and ceiling tile installation.

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Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$29.28	\$13.09
District 2	\$29.23	\$12.83
District 3	\$30.50	\$12.57
District 4	\$32.74	\$13.37

Duties Include:

Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

Travel:

District 1

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-10 mi. free zone
- >10-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

Districts 2 & 3

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

District 4

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$50.82	\$31.89
District 2	\$50.82	\$31.89
District 3	\$50.82	\$31.89
District 4	\$50.82	\$31.89

Travel:

All Districts

0-15 mi. free zone
>15-25 mi. \$40.21/day
>25-35 mi. \$80.42/day
>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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FLOOR LAYERS

No Rate Established

Lay and install carpet from rolls or blocks on floors.
Install padding and trim flooring materials.

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GLAZIERS

	Wage	Benefit
District 1	\$18.55	\$2.50
District 2	\$16.20	\$2.50
District 3	\$21.37	\$1.18
District 4	\$21.49	\$2.26

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Travel and Per Diem:

All Districts

No travel or per diem established.

HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$28.51	\$17.91
District 2	\$28.51	\$17.91
District 3	\$28.51	\$17.91
District 4	\$28.51	\$17.91

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

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Travel:

All Districts

0-50 mi. free zone

>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$65/day

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$28.67	\$19.47
District 2	\$28.67	\$19.47
District 3	\$28.67	\$19.47
District 4	\$28.67	\$19.47

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

All Districts

0-30 mi. free zone

>30-40 mi. \$20.00/day

>40-50 mi. \$30.00/day

>50-60 mi. \$40.00/day

>60 mi. \$45.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

>60 mi. \$80.00/day on jobs requiring an overnight stay plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

	Wage	Benefit
District 1	\$27.21	\$24.54
District 2	\$27.25	\$20.98
District 3	\$27.25	\$20.98
District 4	\$27.25	\$20.98

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:

District 1

0-45 mi. free zone

>45-60 mi. \$35.00/day

>60-100 mi. \$60.00/day

>100 mi. \$80.00/day

Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

Districts 2, 3 & 4

0-45 mi. free zone

>45-85 mi. \$55.00/day

>85 mi. \$85.00/day

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MILLWRIGHTS

	Wage	Benefit
District 1	\$32.00	\$13.07
District 2	\$32.00	\$13.36
District 3	\$32.00	\$13.07
District 4	\$32.00	\$13.07

Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$19.38	\$7.81
District 2	\$18.60	\$8.76
District 3	\$23.73	\$8.76
District 4	\$19.93	\$9.28

Duties Include:

All surface preparation for paint.

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Travel:

All Districts

0-120 mi. free zone

>120 mi. \$45.00/day

PILE BUCKS

	Wage	Benefit
District 1	\$29.00	\$13.07
District 2	\$29.00	\$13.36
District 3	\$29.00	\$13.07
District 4	\$29.00	\$13.07

Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed and direction of swing. Cut piles to grade.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

PLASTERERS

	Wage	Benefit
District 1	\$19.22	\$10.36
District 2	\$21.73	\$10.51
District 3	\$19.22	\$10.36
District 4	\$19.22	\$10.36

Duties Include:

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$2.95/hr.

>60 mi. base pay + \$4.75/hr

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$28.28	\$14.56
District 2	\$30.17	\$15.83
District 3	\$30.17	\$15.83
District 4	\$31.81	\$17.86

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

Travel:

District 1

0-30 mi. free zone
>30-50 mi. \$25.00/day
>50-75 mi. \$40.00/day
>75 mi. \$75.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. with a separate free zone of 20 miles is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence is required.

Districts 2 & 3

0-40 mi. free zone
>40-80 mi. \$35.00/day
>80 mi. \$85.00/day

Special Provision:

If employer provides transportation, travel pay will be ½ of the amounts listed above unless the employee stays overnight. If the employee chooses to stay overnight, the employee will receive the full amount of travel listed above even if the employer furnishes transportation.

District 4

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$100.00/day.

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ROOFERS

	Wage	Benefit
District 1	\$24.17	\$11.48
District 2	\$23.44	\$ 9.08
District 3	\$19.69	\$ 5.28
District 4	\$20.84	\$ 2.23

Travel:

District 1

0-50 mi. free zone
>50 mi. \$0.35/mi.

District 2,

0-25 mi. free zone
>25 mi. \$0.35/mi.

District 3

0-25 mi. free zone
>25 mi. \$0.35/mi.

District 4

0-30 mi. free zone
>30 mi. \$0.25/mi.

Per Diem:

District 1

\$56.00/day

District 2

Employer pays for room + \$25.00/day.

District 3

Employer pays for room + \$25.00/day.

District 4

\$50.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	\$28.51	\$17.91
District 2	\$28.51	\$17.91
District 3	\$28.51	\$17.91
District 4	\$28.51	\$17.91

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air veyer systems, and exhaust systems. All lagging over insulation and all duct lining. Metal roofing.

Travel:

All Districts

0-50 mi. free zone
>50 mi.

- \$0.25/mi. in employer vehicle
- \$0.65/mi. in employee vehicle

Per Diem:

All Districts

\$65.00/day

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SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$29.28	\$13.09
District 2	\$25.80	\$11.03
District 3	\$25.51	\$12.57
District 4	\$26.18	\$11.38

Travel:

District 1

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-10 mi. free zone
- >10-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

Districts 2 & 3

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

District 4

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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SPRINKLER FITTERS

	Wage	Benefit
District 1	\$33.35	\$19.49
District 2	\$33.35	\$19.49
District 3	\$33.35	\$19.49
District 4	\$32.87	\$10.95

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

Travel:

All Districts

- 0-60 mi. free zone
- >60-80 mi. \$19.00/day
- >80-100 mi. \$29.00/day
- >100 mi. \$90.00/day

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TAPERS

	Wage	Benefit
District 1	\$19.38	\$7.81
District 2	\$18.60	\$8.76
District 3	\$23.73	\$8.76
District 4	\$19.93	\$9.28

Travel:
All Districts
0-120 mi. free zone
>120 mi. \$45.00/day

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TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$31.13	\$4.71
District 2	\$22.22	\$5.07
District 3	\$22.40	\$5.23
District 4	\$24.13	\$8.74

Duties Include:

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment.

Travel:
All Districts
The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

Per Diem:
All Districts
Employer pays for meals and lodging up to \$65.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

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TILELAYERS, TERRAZZO AND MARBLE FINISHERS

	Wage	Benefit
District 1	\$18.82	\$13.38
District 2	\$18.82	\$13.38
District 3	\$18.82	\$13.38
District 4	\$18.82	\$13.38

Duties Include:

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

Travel:
All Districts
0-60 mi. free zone
>60-75 mi. \$30.00/day
>75-215 mi. \$65.00/day
>215 mi. \$80.00/day

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TILELAYERS, TERRAZZO AND MARBLE SETTERS

Wage	Benefit	
District 1	\$26.04	\$13.38
District 2	\$26.04	\$13.38
District 3	\$26.04	\$13.38
District 4	\$26.04	\$13.38

Duties Include:

Apply hard tile, marble, and wood tile to floors, ceilings, and roof decks

Travel:

All Districts

0-60 mi. free zone
 >60-75 mi. \$30.00/day
 >75-215 mi. \$65.00/day
 >215 mi. \$80.00/day

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TRUCK DRIVERS

	Wage	Benefit
District 1	\$28.88	\$9.42
District 2	\$28.88	\$9.42
District 3	\$28.88	\$9.42
District 4	\$28.88	\$9.42

This group includes but is not limited to:

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

Zone Pay:

All Districts

0-30 mi. free zone
 >30-60 mi. base pay + \$3.05/hr.
 >60 mi. base pay + \$.4.85/hr.

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SUBSTITUTION REQUEST (PRIOR APPROVAL)

Project Title: _____

PPA No: __ - ____

Location: _____

Owner: MONTANA STATE UNIVERSITY Bidder (Sub-): _____

This request is submitted for the approval of the Architect. Bidder / Sub-Bidder shall submit one request in accordance with Bidders' Instructions and Information for each proposed substitution. All blanks are to be completed.

The material, system, or equipment defined by this Substitution Request is proposed as a replacement for the material, system, or equipment originally specified and defined as follows:

SECTION PARAGRAPH SPECIFIED MATERIAL, SYSTEM, OR EQUIPMENT

PROPOSED SUBSTITUTION: The material, system, or equipment being proposed is defined as follows:

- What are the differences between the specified material, system, or equipment and the proposed substitution?
Does the proposed substitution require dimensional changes on the Construction Drawings? (Y/N)
Does the proposed substitution require changes to the Work of other trades? (Y/N)
Is the warranty for the proposed substitution comparable with that of the specified product? (Y/N)

By signing and submitting this request, the Bidder / Sub-Bidder represents that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified material, system, or equipment.

By signing and submitting this request, the Bidder / Sub-Bidder agrees to pay all costs, including architectural and engineering fees, associated with the incorporation of the proposed substitution into the Project.

SUBMITTED BY (BIDDER / SUB-BIDDER) AUTHORIZED AGENT DATE

Received: _____
DATE

Architect's Action: [] Rejected

[] Rejected - For reasons as follows:

[] Approved

[] Approved as noted:

REVIEWED BY (ARCHITECT) AUTHORIZED AGENT DATE



SCHEDULE OF VALUES

Project Title: PPA No.:
Location: Date:
Contractor:
Address:

Table with 6 columns: DIV. NO., DESCRIPTION, LABOR COSTS, MATERIAL COSTS, OTHER COSTS, TOTAL ITEM COST. Includes summary rows for 'TOTAL COST THIS SHEET', 'TOTAL COST - ADDITIONAL SHEETS', and 'TOTAL PROJECT COST'.

This Schedule of Values is a statement made by the Contractor to the Architect/Engineer and Owner that allocates the contract sum among the various portions of the Work and shall form the basis for review of the Contractor's Payment Requests.

Submitted by: (Company/Contractor) (Name) (Date)
Reviewed by: (Architect/Engineer) (Name) (Date)
Approved by: Montana State University Campus Planning, Design & Construction (Name) (Date)

STANDARD FORM INSTRUCTIONS

To simplify the form and request for payment process, formulas have been inserted in the form. Fields shaded in light blue are formula fields and cannot be manipulated. Please start by completing the top of Page 1 along with the RED outlined fields, then move to Page 2 inserting the necessary detail. **Formulas will pull the detail from Page 2 into Page 1 to correctly calculate payment due.** Don't forget to check your retainage calculation for each request submitted. Retainage is calculated at 5%, which is the default contractual retainage. [Please see the instructions below if you are working under an MSU Bozeman General Services Contract.]

SUBMISSION

Periodic Estimates for Partial Payment (Form 101) should be submitted with a valid signature at the bottom of Page 1.

With the exception of Final Requests for payment, Faxed or Scanned/Emailed requests for payment are acceptable with a valid signature and date. Faxed Requests should be sent to 406-994-6572 Attn: Accounting. Emailed requests should be sent to ara.meskimen@montana.edu.

CONSULTANT APPROVAL

If there is an Architectural Firm (Consultant) assigned to your project their approval is required prior to submitting the request for payment to MSU. Please submit the Periodic Estimate for Partial Payment (Form 101) to the consultant on the project directly, they will route the request for payment to MSU once they have approved it.

COMPLETE BOTH PAGES

Please complete BOTH pages of the Periodic Estimate for Partial Payment (Form 101). Because both pages are contract documents, **your request can be declined if both pages are not completed.** Also, your amount due is calculated from the detail on Page 2, it will not calculate appropriately without Page 2 completed. (Use the tabs at the bottom of Excel to move between the instructions and both pages)

FINAL REQUESTS

Final Requests for payment need to be submitted with an original Notorized and Signed Affidavit of Completion (Form 108) Retainage will be held on Final Requests received without an Affidavit of Completion attached or on file.

RETAINAGE CALCULATION

The retainage field auto calculates the default contract retainage amount of 5%. This field can be overwritten in order for the contractor to request no retainage holding or a reduced retainage holding amount. Please keep in mind that MSU Bozeman reserves the right to make changes to the submitted Periodic Estimate For Partial Payment (Form 101) in keeping with the signed contractual agreement between MSU Bozeman and the contractor.

GENERAL SERVICE CONTRACT INSTRUCTIONS

If you are a contractor working under an MSU Bozeman issued **General Services** contract. Please **request the electronic version of the GENERAL SERVICES pay request form.**

If you have questions on the [Pay Request Form](#) or need additional information regarding the usage of this form:
Please Contact:

Ara Meskimen | MSU Bozeman
ara.meskimen@montana.edu
406-994-5461

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

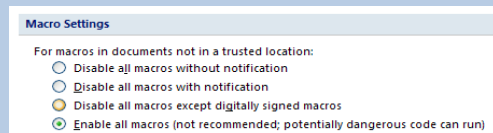
Your Project Manager OR

Rebecca Barney | MSU Bozeman
Rebecca.Barney@montana.edu
406-994-5287

HINTS:

Please note: the Macro Settings for the user computer need to be set at "Enable" in order to run the **PRINT** and **RESET FORM** macros.

That can be done by entering the Trust Center for Microsoft Excel and selecting Enable Macros.



*(Trust Center is on Windows XP and newer versions)
*(Older versions have the "Enable Macros" setting, however, it is under Security settings)

If you need additional help adjusting these settings do a search under Microsoft Excel Help for "Enable Macros", there you can get step by step instructions for adjusting your macro settings.



PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PPA No.: _____ Date: _____
 Period From: _____ To: _____
 Pay Estimate No.: _____

Project Title: _____
 Location: Montana State University

Contractor: _____
 Address: _____
 Phone: _____

RETAINAGE ADJUSTMENT	
1. Total Retainage to Date:	
2. Less Securities Deposited:	-
3. Retainage Withheld (1 - 2)	-

CONTRACT AMOUNT STATUS	
1. Original Contract Amount:	
2. Net +/- by Change Order: [Pulls from Change Order Summary]	-
3. Contract Amount to Date:	-

CHANGE ORDER SUMMARY			
No.	Date Approved	Additions	Deductions
TOTALS:		-	-
NET TOTAL:		-	-

CONTRACT STATUS	
1. Work in Place (from next page): [Column D + E Total - Page 2]	
2. Total Work & Stored Material: [Column G Total - Page 2]	
3. Retainage Withheld:	5.0%
4. Total Earned Less Retainage:	-
5. Less Previous Payments (+ 1 % Tax):	-
6. Amount Due This Payment:	-
7. Less 1% State Contractor's Tax: [Contracts > 4999.99]	-
8. Payment Due Contractor:	-

I hereby certify that this submitted request for payment is correct, true and just in all respects and that payment or credit has not previously been received. I further warrant and certify by submission of this request that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the contractor, subcontractors, material suppliers, or other persons or entities and do hereby release the Owner from such.

Submitted by: _____

 (Name) Date: _____

Reviewed by: _____
 (Consultant)

 (Name) Date: _____

Approved by: **State of Montana, Montana State University**
Facilities Planning, Design and Construction

 (Name) Date: _____



ACKNOWLEDGEMENT OF SUBCONTRACTORS

Project Title: _____ PPA NO. _____
 Location: _____ Date: _____
 Contractor: _____
 Address: _____

**TO: MONTANA STATE UNIVERSITY
 CAMPUS PLANNING, DESIGN & CONSTRUCTION
 6TH AND GRANT STREET, PO BOX 172760
 BOZEMAN, MONTANA 59717-2760**

Listed below are the principal subcontractors proposed on this project. *All subcontracts exceeding \$5,000 are to be listed.*
 The Contractor certifies that these subcontractors:

1. Have been advised of the labor standards and provisions applicable to this project.
2. That all provisions incorporated in the Contract between the Owner and the undersigned contractor will be incorporated in the contracts between the Contractor and any Subcontractors.
3. Are competent to accomplish the work subcontracted to them.

NAME AND ADDRESS OF SUBCONTRACTORS	REGISTRATION NO.	TYPE OF WORK

Submitted by: _____ (Company/Contractor) _____ (Name) _____ (Date)
 Reviewed by: _____ (Architect/Engineer) _____ (Name) _____ (Date)
 Acknowledged by: **Montana State University** _____ (Name) _____ (Date)
 Campus Planning, Design & Construction



CONSENT OF SURETY

Project:
Location: Montana State University
PPA No.

TO: Montana State University
Campus Planning, Design & Construction
6TH & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Contractor: Contract Date:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

on bond of (here insert name and address of Contractor)
,Surety Company,
,Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to State of Montana, Owner, as set forth in the said Surety
Company's bond. The Surety agrees to be bound to the warranty period under the same conditions as the
Contractor. The warranty is defined as commencing with Substantial Completion (or with each Substantial
Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year
from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial
Completion or Final Acceptance.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this Day of ,

Surety Company

Signature of Authorized Representative

Attest:
(Seal)

Title



CONTRACT CHANGE ORDER

Project Name: _____	PPA No.: _____
Location: Montana State University, Bozeman, Montana	Chg. Order No.: _____
Contractor: _____	Date: _____
Address: _____	Phone: _____

The Contractor is hereby directed to make the following changes in the Contract:

Item No.	DESCRIPTION /UNIT/BREAKDOWN/UNIT COSTS <small>(Indicate Critical Path Schedule impact for each Item)</small>	(Indicate Add or Deduct)	COST
SUBTOTAL (Labor & Materials) =			\$0.00
(All contractor proposals will show break out of O&P) Overhead & Profit @ _____ =			
TOTAL COST (This Change Order Only) =			\$0.00

Change In Contract Duration/Time By This Change Order: (No Change) (Increase) (Decrease) BY _____ CALENDAR DAYS

NEW CONTRACT COMPLETION DATE: _____

CONTRACT STATUS

1. Original Contract Amount	
2. Net Change by Previous Change Order(s)	
3. Current Contract Amount (1+2)	\$0.00
4. This Change Order Total Amount	\$0.00
5. New Contract Amount (3+4)	\$0.00
6. Total Cost of All Change Orders to Date (2+4)	\$0.00

JUSTIFICATION FOR CHANGE(S) (To be completed by Architect/Engineer):

Describe the details which mandate the change(s).

JUSTIFICATION FOR COST ADJUSTMENT (To be completed by Architect/Engineer):

Describe the basis used to calculate the cost adjustment.

JUSTIFICATION FOR SCHEDULE ADJUSTMENT (To be completed by Architect/Engineer):

Describe the impact of adjustment(s) to the critical path.

APPROVALS

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

Approved by Contractor:

(Company)

(Signature)

Recommended by Architect/Engineer:

(Company)

(Signature)

Surety Consent: SURETY CONSENT IS REQUIRED IF THE TOTAL AMOUNT OF ALL CHANGE ORDERS (LINE 6) EXCEEDS 10% OF THE ORIGINAL CONTRACT AMOUNT.

The Surety consents to this Contract Change Order and agrees that its bond or bonds shall apply and extend to the Contract as modified or amended per this Change Order. The principal and the Surety further agree that on or after execution of this consent, the penalty of the applicable Performance Bond and Labor & Material Bond is increased by:

(____)

By One Hundred Percent (100%) of ALL Change Orders

Countersigned by Resident Agent:

Surety:

Recommended by: CPDC Project Manager:

(Signature)

Date:

Accepted by:

(Signature)

MSU Campus Planning, Design, & Construction

Date:



CONTRACTOR'S AFFIDAVIT OF COMPLETION
PAYMENT OF DEBTS AND CLAIMS, AND RELEASE OF LIENS

Project Name:
Location: Montana State University
PPA No.:

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the STATE OF MONTANA, acting by and through its DIRECTOR, MONTANA STATE UNIVERSITY, CAMPUS PLANNING, DESIGN & CONSTRUCTION, hereinafter called the Owner, and, hereinafter called the CONTRACTOR, for the above referenced project.

I further certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies, subcontractors, material men, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the CONTRACTOR under the contract.

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

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

This statement is made for the purpose of inducing the OWNER to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained herein.

(Seal)

CONTRACTOR

Four horizontal lines for signature and title.

(Signature)

(Title)

State of Montana
County of

Subscribed and sworn to me this Day of,

(Seal)

NOTARY

Notary Public for the State of Montana
My Commission Expires:



CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____ PPA No. _____

Project Address: Montana State University - Bozeman Campus Date: _____

TO: Montana State University
 Campus Planning, Design & Construction
 6th & Grant, PO Box 172760
 Bozeman, Montana 59717-2760

Architect/Engineer: _____

Contractor: _____ Contract Date: _____
 _____ Contract Amount: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below is hereby established as: _____

BASIC PROJECT INFORMATION (required by Risk & Tort Defense Division)	NEW	REMODEL/RENOVATION
Total Square Footage		
General Construction Material (e.g. masonry, metal panel, wood, etc.)		
Total Construction Cost		
Fire Sprinklers Installed (yes/no)		
Estimated Date of Occupancy (if different from date of Substantial)		
Building Usage:		
Additional Comments:		

Definition of Date of Substantial Completion

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect/Engineer, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion or Final Acceptance.

Architect/Engineer By Date

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion.

Contractor By Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on (date).

Montana State University
Campus Planning, Design & Construction

Owner By Date

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance will be as follows (use attachments as necessary):



CONSTRUCTION CHANGE DIRECTIVE

Project Name:
Location: Montana State University
Contractor:

PPA No.:

Date:

Change Directive No.: CCD-

Owner: Montana State University
Campus Planning, Design & Construction
6TH & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Architect/Engineer:

The Contractor is directed to proceed as described below. Proceed with this Work promptly. Costs for the Work (if any) involved and change in Contract Time (if any) will be included in a subsequent Change Order.

Description:

Attachments: (insert listing of documents that support description)

The following is based on information provided by the Contractor:

- Change in Contract Sum options: Lump Sum, Unit Price, Estimated Not To Exceed, Fixed, Estimated, Maximum. Change in Contract Time options: of ___ Calendar Days.

Issued by Arch/Eng.: By: Date:
Accepted by Owner: Montana State University By: Date:
Accepted by Contractor: By: Date:



CAMPUS PLANNING, DESIGN & CONSTRUCTION

Sixth Avenue and Grant Street
PO Box 172760 • Bozeman, Montana 59717-2760
Phone: (406) 994-5413 • Fax: (406) 994-5665

REQUEST FOR INFORMATION

Project Title: _____
Location: Montana State University

PPA No.: _____
RFI No.: _____
Date: _____

To: _____

Attention: _____

From: _____

Attention: _____

Trades Affected: _____

In order to expedite the Work and avoid or minimize delays in the Work the following information is requested. Please return a response by: _____ Date Sent: _____ Date Received: _____

Information Requested:

Response:

Response Date: _____ Respondent: _____

- Cost Impact
Schedule Impact

This RFI is for clarification only. The contractor shall document the Owner's Representative within 48 hours if he/she feels the response to this RFI constitutes additional work.

- Distribution: Owner, Architect, Engineer, Agency, Contractor, Other



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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

(Contractor), hereinafter called the Principal, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

Alpha Notation _____ DOLLARS (\$) _____ Numeric Notation

to be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with State of Montana, acting by and through its Director, Montana State University, Campus Planning, Design & Construction dated _____ and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

Project Title: _____
Montana State University
PPA No.: ___-_____

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor shall promptly and faithfully perform all of the provisions of the contract, and all obligations thereunder including the specifications, and any alterations provided for, and shall in a manner satisfactory to the State of Montana, complete the work contracted for including any alterations, and shall save harmless the State of Montana from any expense incurred through the failure of the Contractor to complete the work as specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:
Surety is licensed in MT: [] Yes [] No
Date verified: _____
Verified by: _____
Montana State University
State of Montana

Contractor: _____
(signature)

(print name)

(date)
Surety: _____
(print name)

(date)
By: _____
(Attorney-in-Fact, seal & signature)

(Agency)

(Street Address)

(Address)

(Phone/Fax)



CAMPUS PLANNING, DESIGN & CONSTRUCTION

Sixth Avenue and Grant Street
PO Box 172760 • Bozeman, Montana 59717-2760
Phone: (406) 994-5413 • Fax: (406) 994-5665

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

(Contractor), hereinafter called the Principal, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

Alpha Notation DOLLARS (\$) Numeric Notation

to be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with State of Montana, acting by and through its Director, Montana State University, Campus Planning, Design & Construction dated and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

Project Title:
Montana State University
PPA No.: -

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor shall duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply him or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect and shall save harmless the State of Montana from any expense incurred through the failure of the Contractor to comply.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:
Surety is licensed in MT: Yes No
Date verified:
Verified by:
Montana State University
State of Montana

Contractor: (signature) (print name) (date)
Surety: (print name) (date)
By: (Attorney-in-Fact, seal & signature) (Agency) (Street Address) (Address)



CERTIFICATE OF FINAL ACCEPTANCE

Project Title: _____ PPA NO.: ____-____
 Location: Montana State University Date: _____

To: Montana State University
 Campus Planning, Design & Construction
 PO Box 172760
 Bozeman, Montana 59717-2760

Architect/Engineer: _____

Contractor: _____ Contract Date: _____
 _____ Contract Amount: _____

The Work performed under this Contract has been reviewed and found to be complete and has reached Final Acceptance. The Date of Final Acceptance of the Work is defined as the Date Certified by the Architect/Engineer upon which the Work is fully complete in all aspects, **and** which the Owner accepts the Contractor's work as complete. The Date of Final Acceptance of the Project, or portion thereof designated above, is also the basis for commencement of the DURATION of applicable warranties required by the Contract Documents. The Warranty Period is defined in the Contract Documents as commencing with Substantial Completion(s) and continuing for one (1) calendar year from the Date of Final Acceptance. This date shall correspond to the date of the Architect/Engineer's approval on the final pay application unless otherwise agreed upon in writing. In the event of a disparity between the date of the Architect/Engineer's approval and this form, if no other written agreement exists as to the date of final acceptance, this form shall constitute such agreement and it shall govern as the date of Final Acceptance.

Date of Substantial Completion:	Date of Final Acceptance:	Date of Warranty Expiration:

Notes:

 Architect/Engineer By _____ Date _____

 Contractor By _____ Date _____

State of Montana
Montana State University
Campus Planning, Design & Construction

 Owner By _____ Date _____

**SECTION 011000
SUMMARY**

1.1 PART 1 - GENERAL

A. Related Documents

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

B. Project Description

1. The project includes the interior remodeling of classrooms 401 and 402 in Reid Hall. Each classroom is approximately 1,200 square feet. The remodel includes demolition of the dividing wall between the classrooms to create one larger classroom. The project includes the infill of one hallway door with fire rated window, and the install of one new pair of exit doors in the existing masonry hallway wall. Finish work includes demolition and replacement of all existing wall and floor finishes, ceiling system, and classroom amenities. New finishes include modular carpet tiles, 2x2 acoustic lay-in ceiling, wood wall panels and gypsum board soffits. An additive-alternate changes soffits from gypsum board to decorative metal soffit panels. See alternate description. The project includes new lighting, added and relocated power and data systems, and minor modifications of existing mechanical ductwork.

C. Site Information

1. Scope of work DOES NOT include any site work.

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 entire site from the date of receipt of the contract. The "site" is considered the rooms being remodeled and a portion the hallway area directly adjacent to the room. Work involving the hallway should be limited in time and coordinated with the owner. Access for students and other users through hallway shall be maintained at all times

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 or other areas of the building 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 through the west doors and west stair of Reid Hall only. All finishes along the access route must be protected to prevent damage. In cases where a different route must be used for a specific purpose, permission must be obtained from MSU. Access routes are for delivery of equipment, tools, and materials and not for parking.
5. The site Staging Areas for materials and equipment are designated on the Cover Sheet of the Contract Documents. Staged materials and equipment must be secured on the ground surface or in trailers. Site staging areas shall be fenced in

accordance with the Contract Documents. Vehicles in addition to those allowed to be parked may not be used for staging of equipment, tools, or materials.

H. Owner Occupancy

1. Full Owner/MSU Occupancy: The Owner/MSU will occupy the site during the entire construction period. Cooperate with MSU during construction operations to minimize conflicts and facilitate MSU usage. Perform the work so as not to interfere with MSU's operations.

I. Safety Requirements

1. General: The safety measures required by the Contract Documents are not meant to be inclusive. The Contractor shall be solely responsible for safety on a 24-hours-per-day, 7 days-per-week basis and shall take whatever additional measures are necessary to insure the health and safety of the buildings' occupants, or pedestrians at or near the construction site and access routes and of all other persons in all areas affected by the Contractor's activities. Prior to the start of construction, the Contractor is to submit to the Consultant, a detailed written plan specifying the safety procedures that will be followed. Include (but not by way of limitation) the following: Verbiage, size and locations of warning signs; construction sequence as related to safety; use of barricades (type and location); employee policies as related to safety; and delivery of materials as related to safety. Revise the safety plan as required during construction and resubmit to the Owner.
2. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
3. Comply with Federal, State, local, and the Owner's fire, health and safety requirements.
4. Advise MSU whenever work is expected to be hazardous or inconvenient (including objectionable odors) to MSU's employees, students, visitors or the building occupants.
5. Construction materials or equipment shall be placed so as not to endanger the work or prevent free access to all emergency devices or utility disconnects.
6. Maintain the proper rated fire extinguishers within easy access where power tools, sanding or other equipment is being used.
7. The Contractor shall erect and maintain, as required by law, conditions and progress of the work, warning signs, barricades and other reasonable safeguards for safety and protection.

J. Existing Premises Condition

1. The Contractor is responsible for adequately documenting in photos the existing condition of the premises, to include external road surfaces, curbing and landscaped areas, specifically the cleanliness of areas. Any damage to the premises which is found after construction and is not so documented will be the responsibility of the Contractor to repair or replace.

K. Discrepancies in the Documents

1. The Contractor shall bring any discrepancies between any portions of the drawings and specifications to the attention of the Owner and the

Consultant in writing. The Owner and Consultant shall review the discrepancy and clarify the intent desired in the Contract Documents. Unless specifically directed otherwise, the Contractor shall be obligated to provide the greater quantity or quality without any change in contract sum or time.

END OF SECTION 011000

**SECTION 012000
PRICE AND PAYMENT PROCEDURES**

1.1 GENERAL

A. Related Documents

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

B. Summary

1. This Section specified administrative and procedural requirements governing the Contractor's Applications for Payment.
2. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

C. Schedule of Values

1. Coordinate preparation of the Schedule of Values, Form 100, with preparation of the Contractor's Construction Schedule.
2. Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.
3. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's construction schedule
 - b. Application for Payment form
 - c. List of subcontractors
 - d. Schedule of allowances
 - e. Schedule of alternates
 - f. List of products
 - g. List of principal suppliers and fabricators
 - h. Schedule of submittals
 - i. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
 - j. Sub-Schedules: Where the work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
4. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - a. Identification: Include the following project identification on the Schedule of Values:
 - 1) Project name
 - 2) Name of the Architect
 - 3) Project number (PPA No.)
 - 4) Contractor's name and address
 - 5) Date of submittal

- b. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - 1) Generic name
 - 2) Related specification section
 - 3) Name of subcontractor
 - 4) Name of manufacturer or fabricator
 - 5) Name of supplier
 - 6) Change Orders (numbers) that have affected value
 - 7) Dollar value
 - a) Percentage of Contract Sum in the nearest one-hundredth percent, adjusted to total 100%
 - c. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
 - d. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
 - e. For each part of the work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that art of the work.
5. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- a. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

D. Applications for Payment

1. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
2. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
3. Payment Application Forms: Use Montana Form 101 as the form for Application for Payment.
4. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

- a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - b. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
5. Transmittal: Submit one (1) executed copy of each Application for Payment to the Architect by means ensuring receipt within 24 hours, including waivers of lien and similar attachments, when required.
- a. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
6. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
- a. List of subcontractors
 - b. Schedule of Values
 - 1) Contractor's Construction Schedule (preliminary if not final)
 - c. Copies of building permits
 - 1) Copies of authorizations and licenses from governing authorities for performance of the work
 - d. Certificates of insurance and insurance policies (submitted with Contract)
 - e. Performance and payment bonds (submitted with Contract if required)
7. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
8. Administrative actions and submittals that shall proceed or coincide with this application include:
- a. Occupancy permits and similar approvals
 - b. Warranties (guarantees) and maintenance agreements
 - c. Test/adjust/balance records
 - d. Maintenance instructions
 - e. Meter readings
 - f. Start-up performance reports
 - 1) Change-over information related to Owner's occupancy, use, operation and maintenance.
 - g. Final cleaning
 - 1) Application for reduction of retainage, and consent of surety

9. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:

- a. Completion of project closeout requirements
 - 1) Completion of items specified for completion after Substantial Completion
- b. Assurance that unsettled claims will be settled
 - 1) Assurance that work not complete and accepted will be completed without undue delay
 - 2) Transmittal of required project construction records to Owner

END OF SECTION 01200

**SECTION 012300
ALTERNATES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this section. See also *Instructions to Bidders 10.3 Award of Bids*.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. ADDITIVE ALTERNATE #1: Add power and control for powered projection screens.
 - 1. BASE BID: projection screens to be manually operated, no power or controls required.
 - 2. ALTERNATE BID: Provide power and controls for projection screens.

- B. ADDITIVE ALTERNATE #2: Add in-floor electrical boxes with power and data.
 - 1. BASE BID: provide all power and data shown on walls, ceilings and other surfaces, but NOT in-floor units.
 - 2. ALTERNATE BID: Provide and install in-floor boxes with power and data as shown on **E101. Bid includes the addition of eight (8) box locations.**

- C. ADDITIVE ALTERNATE #3: Metal soffit panels in lieu of gypsum board soffits.
 - 1. BASE BID: All soffits surfaces, horizontal and vertical faces, shall be finished with gypsum board panels, smooth finish, painted.
 - 2. ALTERNATE BID: in place of gypsum board finish, install pre-finished, perforated aluminum panels. Panels to be installed over non-structural steel sub-framing (painted flat black). Alternate includes approximately 760 sf of horizontal panel, and 162 square feet of vertical panel (soffit to ceiling).

END OF SECTION

**SECTION 012500
SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and *Instructions to Bidders*.

- B. Substitution Procedures
 - 1. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
 - 2. Substitution Requests: Submit three copies of each request on MSU Substitution Request Form 099 for each consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - a. Submit requests in accordance with *Instructions to Bidders*.
 - b. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.

- C. Architect will review proposed substitutions and notify Contractor of their acceptance or rejection. If necessary, Architect will request additional information or documentation of evaluation.
 - 1. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- D. Do not submit unapproved substitutions on Shop Drawings or other submittals.

END OF SECTION 012500

SECTION 013000

SUBMITTALS

1.1 GENERAL

A. Related Documents

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

B. Summary

1. This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:
 - a. Contractor's construction schedule
 - b. Submittal schedule
 - c. Daily construction reports
 - d. Shop Drawings
 - e. Product data
 - f. Samples

Note: All Submittals are to be both print and electronic.

2. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - a. Permits
 - b. Applications for Payment
 - c. Performance and payment bonds
 - d. Insurance certificates
 - e. List of Subcontractors

3. The Schedule of Values submitted is included in Section "Applications for Payment".
4. Inspection and test reports are included in Section "Quality Requirements".
5. Unless otherwise instructed by the Owner all submittals shall be directed to Architect/Engineer Consultant of Record. The Contractor's construction schedule, submittal schedule and daily construction reports shall be directed to the Consultant's representative, the State of Montana's representative and MSU's representative. Shop drawings, product data and samples shall be directed to the Consultant's representative.

C. Submittal Procedures

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

- b. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - 1) The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - c. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - 1) Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Consultant will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - 2) If an intermediate submittal is necessary, process the same as the initial submittal.
 - 3) Allow two (2) weeks for reprocessing each submittal.
 - 4) No extension of contract time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the work to permit processing.
2. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- a. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - b. Include the following information on the label for processing and recording action taken.
 - 1) Project name and PPA Number
 - 2) Date
 - 3) Name and address of Consultant
 - 4) Name and address of Contractor
 - 5) Name and address of Subcontractor
 - 6) Name and address of supplier
 - 7) Name of manufacturer
 - a) Number and title of appropriate Specification Section
 - b) Drawing number and detail references, as appropriate
3. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Consultant using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
- a. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include

Contractor's certification that information complies with Contract Documents requirements.

- b. Transmittal Form: Contractor's standard form.

D. Contractor's Construction Schedule

1. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit both in print and electronically within thirty (30) days of the date established for "Commencement of the Work".
 - a. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
 - b. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate actual completion.
 - c. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - d. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.
 - e. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.
 - f. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Consultant's procedures necessary for certification of Substantial Completion.
2. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
3. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.
4. Cost Correlation: At the head of the schedule, provide a two (2) item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
 - a. Refer to Section "Price and Payment Procedures" for cost reporting and payment procedures.
5. Distribution: Following response to the initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with scheduled dates. Transmit electronically and post copies in the project meeting room and temporary field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have

completed their assigned portion of the work and are no longer involved in construction activities.

6. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule electronically and in print concurrently with report of each meeting.

E. Submittal Schedule

1. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for establishment of the Contractor's construction schedule.
 - a. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products, as well as the Contractor's construction schedule.
 - b. Prepare the schedule in chronological order; include submittals required during the first thirty (30) or sixty (60) days of construction. Provide the following information:
 - 1) Scheduled date for the first submittal
 - 2) Related section number
 - 3) Submittal category
 - 4) Name of subcontractor
 - 5) Description of the part of the work covered
 - 6) Scheduled date for resubmittal
 - a) Scheduled date the Consultant's final release or approval
2. Distribution: Following response to initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
3. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

F. Daily Construction Reports

1. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Consultant at weekly intervals:
 - a. List of subcontractors at the site
 - b. Approximate count of personnel at the site
 - c. High and low temperatures, general weather conditions
 - d. Accidents and unusual events
 - e. Meetings and significant decisions

- f. Stoppages, delays, shortages, losses
- g. Meter readings and similar recordings
- h. Emergency procedures
- i. Orders and requests of governing authorities
- j. Change Orders received, implemented
- k. Services connected, disconnected
- l. Equipment or system tests and start-ups
- m. Partial completions, occupancies
- n. Substantial Completions authorized

G. Shop Drawings

1. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not considered Shop Drawings.
2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - a. Dimensions
 - b. Identification of products and materials included
 - c. Compliance with specified standards
 - d. Notation of coordination requirements
 - e. Notation of dimensions established by field measurement
 - f. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11", but no larger than 36" x 48".
 - g. Submittal: Submit electronically and in print for the Consultant's review; Consultant's comments will be returned electronically.
 - 1) One (1) of the prints returned shall be marked-up and maintained as a "Record Document".
 - k. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
 - a. Preparation of coordination drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - b. Submit coordination drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

H. Product Data

1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's

installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".

- a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - 1) Manufacturer's printed recommendations
 - a) Compliance with recognized trade association standards
 - b) Compliance with recognized testing agency standards
 - 2) Application of testing agency labels and seals
 - a) Notation of dimensions verified by field measurement
 - 3) Notation of coordination requirements
- b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- c. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- d. Submittals: Submit two (2) copies of each required submittal; submit four (4) copies where required for maintenance manuals. The Consultant will retain one (1), and will return the other marked with action taken and corrections or modifications required.
 - 1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- e. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 1) Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - 2) Do not permit use of unmarked copies of Product Data in connection with construction.

I. Samples

1. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - a. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Consultant's sample. Include the following:
 - 1) Generic description of the sample
 - 2) Sample source
 - 3) Product name or name of manufacturer

- 4) Compliance with recognized standards
 - 5) Availability and delivery time
2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristics are inherent in the material or product represented, submit multiple units (not less than three (3)), that show approximate limits of the variations.
 - b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other sections for samples to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
 3. Preliminary Submittals: Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Consultant's mark indicating selection and other action.
 4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets; one (1) will be returned marked with the action taken.
 - a. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.
 - 1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - 2) Sample sets may be used to obtain final acceptance of the construction associated with each set.
 5. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the work. Show distribution on transmittal forms.
 - a. Field samples specified in individual sections are special types of samples. Field samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.
 - 1) Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

J. Consultant's Action

1. Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Consultant will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Consultant will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - a. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - b. Returned for Resubmittal: When submittal is marked "Revise and Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - 1) Do not permit submittals marked "Revise and Resubmit" to be used at the project site, or elsewhere where work is in progress.
 - c. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action not Required".

END OF SECTION 013000

**SECTION 013100
PROJECT COORDINATION**

1.1 GENERAL

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

- B. Summary
 - 1. This section specifies administrative and supervisor requirements necessary for project coordination including, but not necessarily limited to:
 - a. Coordination
 - b. Administrative and supervisory personnel
 - c. General installation provisions
 - d. Cleaning and protection
 - 2. Field Engineering is included in Section "Field Engineering".
 - 3. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".
 - 4. Requirements for Contractor's Construction Schedule are included in Section "Submittals".

- C. Coordination
 - 1. Coordination: Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.
 - a. Provide access to work at all times for inspections by Owner and authorized representatives.
 - b. Provide safe working conditions and protection of completed work.
 - c. Provide barricades and signs.
 - d. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - e. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - f. Make adequate provisions to accommodate items scheduled for later installation.
 - g. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1) Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
 - 2. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

- a. Notify Facilities Services or Campus Planning, Design and Construction of any expected disruptions in service or changes in construction schedule at least 72 hours (3 working days) in advance.
 - b. Preparation of schedules.
 - c. Installation and removal of temporary facilities.
 - d. Delivery and processing of submittals.
 - e. Progress meetings.
 - f. Project close-out activities.
3. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- a. Salvage materials and equipment involved in performance of, but not actually incorporated in, the work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.
- D. Submittals
- 1. Coordinated Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - a. Show the interrelationship of components shown on separate shop drawings.
 - b. Indicate required installation sequences.
 - c. Comply with requirements contained in Section "Submittals".
 - d. Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations.
 - 2. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

1.2 PROJECT MEETINGS

- A. Related Documents
- 1. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Summary
- 1. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - a. Pre-construction conference
 - b. Pre-installment conferences
 - c. Coordination meetings
 - d. Progress meetings
- C. Pre-construction Conference
- 1. Schedule a pre-construction conference and organizational meeting.
 - a. Hold meeting at the project site or other convenient location and prior to commencement of construction activities, including the moving of

equipment on to the site. Conduct the meeting to review responsibilities and personnel assignments.

2. Attendees: The Owner, Consultant and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work. Both the Contractor and the Contractor's job foremen shall attend the meeting, along with all subcontractors.
3. Agenda: Discuss items of significance that could affect progress including such topics as:
 - a. Tentative construction schedule
 - b. Critical work sequencing
 - c. Designation of responsible personnel
 - d. Procedures for processing field decisions and Change Orders
 - e. Procedures for processing Applications for Payment
 - f. Distribution of Contract Documents
 - g. Submittal of Shop Drawings, Product Data and Samples
 - h. Preparation of record documents
 - i. Use of the premises
 - j. Office, work and storage areas
 - k. Equipment deliveries and priorities
 - l. Safety procedures
 - m. First aid
 - n. Security
 - o. Housekeeping
 - p. Working hours

D. Pre-Installation Conferences

1. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Consultant of scheduled meeting dates.
2. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents
 - b. Options
 - c. Related Change Orders
 - d. Purchases
 - e. Deliveries
 - f. Shop Drawings, Product Data and quality control samples
 - g. Possible conflicts
 - h. Compatibility problems
 - i. Time schedules
 - j. Weather limitations
 - k. Manufacturer's recommendations
 - l. Compatibility of materials
 - m. Acceptability of substrates
 - n. Temporary facilities
 - o. Space and access limitations
 - p. Governing regulations

- q. Safety
 - r. Inspection and testing requirements
 - s. Required performance results
 - t. Recording requirements
 - u. Protection
3. The Consultant will record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Consultant.
 4. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.
- E. Coordination Meeting
1. Conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
 2. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
 3. The Consultant will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- F. Progress Meetings
1. Conduct progress meetings at the project site at regularly scheduled intervals. Coordinate with the Owner and Consultant of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
 2. Attendees: In addition to representatives of the Owner and Consultant, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
 3. Agenda: Visit job site to raise specific pending issues prior to meeting. Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - b. Review the present and future needs of each entity present, including such items as:
 - 1) Interface requirements
 - 2) Time
 - 3) Sequences
 - 4) Deliveries
 - 5) Off-site fabrication problems
 - 6) Access
 - 7) Site utilization

- 8) Temporary facilities and services
 - 9) Hours of work
 - 10) Hazards and risks
 - 11) Housekeeping
 - 12) Quality and work standards
 - 13) Change Orders
 - 14) Documentation of information for payment requests
4. Reporting: The Consultant shall distribute printed and electronic copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.3 PRODUCTS (NOT APPLICABLE)

1.4 EXECUTION

A. General Installation Provisions

1. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
2. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
3. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
4. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.
5. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Consultant for final decision.
6. Recheck measurements, quantities and dimensions, before starting each installation.
7. Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
8. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
9. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated and in compliance with accessibility requirements. Refer questionable mounting height decisions to the Consultant for final decision.

B. Cleaning and Protection

1. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

2. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
3. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - a. Excessive static or dynamic loading
 - b. Excessive internal or external pressures
 - c. Excessively high or low temperatures
 - d. Thermal shock
 - e. Excessively high or low humidity
 - f. Air contamination or pollution
 - g. Water or ice
 - h. Solvents
 - i. Chemicals
 - j. Light
 - k. Radiation
 - l. Puncture
 - m. Abrasion
 - n. Heavy traffic
 - o. Soiling, staining and corrosion
 - p. Bacteria
 - q. Rodent and insect infestation
 - r. Combustion
 - s. Electrical current
 - t. High speed operation
 - u. Improper lubrication
 - v. Unusual wear or other misuse
 - w. Contact between incompatible materials
 - x. Destructive testing
 - y. Misalignment
 - z. Excessive weathering
 - aa. Unprotected storage
 - ab. Improper shipping or handling
 - ac. Theft
 - ad. Vandalism

END OF SECTION 013100

SECTION 014000
QUALITY REQUIREMENTS

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies administrative and procedural requirements for quality control services.
2. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
3. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
4. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - a. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - b. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - c. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. RESPONSIBILITIES

1. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those
 - a. Services specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.
 - b. The Contractor shall employ and pay an independent agency, to perform specified quality control services.
 - c. The Owner will engage and pay for the services of an independent agency

to perform inspections and tests specified as the Owner's responsibility. Payment for these services will be made by the Owner.

- d. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
2. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services provide unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
 3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Associated services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the Project site.
 4. Owner Responsibilities: The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.
 - a. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
 5. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
 - a. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

- b. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 - c. The agency shall not perform any duties of the Contractor.
6. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

D. SUBMITTALS

- 1. The independent testing agency shall submit a certified written report and electronic copy of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
 - a. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 - b. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - 1) Date of issue
 - 2) Project title and number
 - 3) Name, address and telephone number of testing agency
 - 4) Dates and locations of samples and tests or inspections
 - 5) Names of individuals making the inspection or test
 - 6) Designation of the Work and test method
 - 7) Identification of product and Specification Section
 - 8) Complete inspection or test data
 - 9) Test results and in interpretations of test results
 - 10) Ambient conditions at the time of sample-taking and testing
 - 11) Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements
 - 12) Name and signature of laboratory inspector
 - 13) Recommendations on retesting

E. QUALITY ASSURANCE

- 1. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
- 2. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State of Montana.

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. GENERAL

1. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
2. Protect construction exposed by or for quality control service activities, and protect repaired construction.
3. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 014000

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to this section.

1.2 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
- C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract. Substitutions only allowed for products when more than one manufacturer is indicated.
 - 1. Submit two (2) copies of each request for product substitution. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.
 - 2. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 3. Owner will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.

B. Select products as follows:

1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.

C. Unless otherwise indicated, Owner will select color, pattern, and texture of each product from manufacturer's full range of options.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 60 00

SECTION 173000 EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

- B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Consultant of locations and details of cutting and await directions from Consultant before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or those results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Consultant's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Consultant for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a written and email request for information to Consultant.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, promptly notify Consultant by email and in writing.
 - 1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 2. Inform installers of lines and levels to which they must comply.
 - 3. Check the location, level and plumb, of every major element as the Work progresses.
 - 4. Notify Consultant when deviations from required lines and levels exceed allowable tolerances.
- B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Consultant.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Consultant, and in compliance with accessibility requirements.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond- core drill.
 4. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste.
 4. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
1. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through

the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

**SECTION 017320
WASTE MANAGEMENT**

PART 1 - GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

Owner requires that this project generate the least amount of trash and waste possible. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration and shall be recycled:

Aluminum and plastic beverage containers.

Corrugated cardboard.

Wood pallets.

Clean dimensional wood: May be used as blocking or furring.

Land clearing debris, including brush, branches, logs, and stumps.

Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.

Methods of trash/waste disposal that are **not** acceptable are:

Burning on the project site.

Burying on the project site.

Dumping or burying on other property, public or private.

Other illegal dumping or burying.

Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 DEFINITIONS

Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

Non-hazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

Return: To give back reusable items or unused products to vendors for credit.

**SECTION 017320
WASTE MANAGEMENT**

Reuse: To reuse a construction waste material in some manner on the project site.

Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

Toxic: Poisonous to humans either immediately or after a long period of exposure.

Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

1.3 WASTE MANAGEMENT PLAN IMPLEMENTATION

Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and the Architect.

Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

Meetings: Discuss trash/waste management goals and issues at project meetings, including the Pre-bid meeting, Pre-construction meeting and regular job-site meetings.

Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.

As a minimum, provide:

Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.

Separate dumpsters for each category of recyclable.

Recycling bins at worker lunch area.

Provide containers as required.

Provide adequate space for pick-up and delivery and convenience to subcontractors.

Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 017320

**SECTION 017400
WARRANTIES AND BONDS**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - a. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - b. General closeout requirements are included in Section "Project Closeout."
 - c. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
 - d. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
2. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

C. DEFINITIONS

1. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
2. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

D. WARRANTY REQUIREMENTS

1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with

requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
5. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

E. SUBMITTALS

1. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - a. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate items and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
 - a. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.
3. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a

typed description of the product or installation, including the name or the product, and the name, address and telephone number of the installer.

- b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. SCHEDULE OF WARRANTIES

1. Schedule: Provide warranties and bonds on products and installations as specified in the appropriate Sections.

END OF SECTION 017400

**SECTION 017700
PROJECT CLOSEOUT**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - a. Inspection procedures
 - b. Project record document submittal
 - c. Operating and maintenance manual submittal
 - d. Submittal of warranties
 - e. Final cleaning
 - f. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions - 2 through - 33.

C. SUBSTANTIAL COMPLETION

1. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 1) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - b. Advise Owner of pending insurance change-over requirements.
 - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - d. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - e. See the *Supplemental Conditions of the Contract for Construction* 3.11 for Documentation and As-Built Conditions, and the *Project Closeout Checklist: Contractor Requirements*. Submit maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 - f. Deliver tools, spare parts, extra stock, and similar items.
 - h. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - i. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

2. Inspection Procedures: On receipt of a request for inspection, the Consultant will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - a. The Consultant will repeat inspection when requested and assured that the Work has been substantially completed.
 - b. Results of the completed inspection will form the basis of requirements for final inspection.

D. FINAL ACCEPTANCE

1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - c. Submit a certified copy of the Consultant's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Consultant.
 - e. Submit consent of surety to final payment.
 - f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
2. Re-inspection Procedure: The Consultant will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Consultant.
 - a. Upon completion of re-inspection, the Consultant will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - b. If necessary, re-inspection will be repeated.

E. RECORD DOCUMENT SUBMITTALS

1. **See also the *Supplemental Conditions of the Contract for Construction 3.11 for Documentation and As-Built Conditions, and the Project Closeout Checklist: Contractor Requirements.***
2. General: Do not use record documents (red-line markups) for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Consultant's reference during normal working hours.
3. Record Drawings (Red-lined): Maintain two clean, undamaged sets of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the sets to show the red-line changes during the course of construction with actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the

corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

- a. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - b. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 - c. Note related Change Order numbers where applicable.
 - d. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
4. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
- a. Upon completion of the Work, submit record Specifications to the Consultant for the Owner's records.
5. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record drawings and Specifications.
- a. Upon completion of mark-up, submit (3) complete sets of record Product Data to the Consultant for the Owner's records.
6. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Consultant and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area
7. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Consultant for the Owner's records.
8. Maintenance Manuals: Provide one (1) draft copy for review. Provide **two (2)** final paper copies and one electronic pdf file prior to final completion. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 3-inch, 3 ring vinyl-covered binders **MSU will supply specific binders. Contact CPDC at 406/994-5413.** Mark appropriate identification on front and spine of each binder. Include the following types of information; and others as specified in other Divisions:
- a. Emergency instructions
 - b. Spare parts list
 - c. Copies of warranties
 - d. Wiring diagrams

- e. Recommended "turn around" cycles
- f. Inspection procedures
- g. Shop Drawings and Product Data
- h. Fixture lamping schedule
- i. List of final color and material selections

F. WARRANTIES AND BONDS

1. SUMMARY

- a. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1) Refer to the General Conditions and Supplemental Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2) General closeout requirements are included in Section "Project Closeout."
 - 3) Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
 - 4) Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

2. DEFINITIONS

- a. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- b. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

3. WARRANTY REQUIREMENTS

- a. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- b. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- c. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is

responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

- d. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1) Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- e. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

4. SUBMITTALS

- a. Submit written warranties to the Consultant prior to the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.
 - 1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Consultant within fifteen days of completion of that designated portion of the Work.
- b. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- c. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name or the product, and the name, address and telephone number of the installer.
 - 2) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
- e. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 EXECUTION

A. CLOSEOUT PROCEDURES

1. Functional Demonstration: Demonstrate proper operation of all systems to Consultants and Owners representative prior to request for substantial completion. Coordinate schedule with Consultant.
2. Operating and Maintenance Instructions: Provide two (2) duplicate training sessions for each MSU trade group responsible for systems installed under this project. Coordinate schedule with Owner. Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
 - a. Maintenance manuals
 - b. Record documents
 - c. Spare parts and materials
 - d. Tools
 - e. Lubricants
 - f. Fuels
 - g. Identification systems
 - h. Control sequences
 - i. Hazards
 - j. Cleaning
 - k. Warranties and bonds
 - 1) Maintenance agreements and similar continuing commitments

END OF SECTION 017700

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 A.RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

1.3 CLOSEOUT SUBMITTALS

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

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

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

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

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

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

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

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

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

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

2.2 OPERATION MANUALS

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

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

2.3 PRODUCT MAINTENANCE MANUALS

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

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

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

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

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

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

PART 4 - MATERIAL AND FINISHES MAINTENANCE MANUAL

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

- E. Manufacturer's Data: Provide complete manufacturer's data giving detailed information including, but not limited to the following, as applicable:
1. Applicable standards
 2. Chemical composition
 3. Installation details
 4. Inspection procedures
 5. Maintenance information
 6. Repair procedures
- F. Schedule: Provide complete information in the materials and finishes manual on products specified in the following sections:
(To be determined with Owner)
- G. Color Schedule: Provide complete information on MSU CPDC provided electronic spreadsheet form, to include manufacturer's name and number, location, item and surface of all painted, stained or treated material, surface or piece of equipment.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. See also General Conditions and Supplemental Conditions of the Contract for Construction.
- B. **See the *Supplemental Conditions of the Contract for Construction 3.11 for Documentation and As-Built Conditions, and the Project Closeout Checklist: Contractor Requirements***
- C. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- D. Related Requirements:
 - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings (Redline Markups): Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Submittal:
 - 1) Submit two for review paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one set(s) of prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy or annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy or annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name and PPA Number.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file, paper copy, or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

**SECTION 017900
DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 SUMMARY

1. System Demonstration:

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

2. Training:

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

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

training sessions. Coordinate required number with the Owner.

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

iii. Provide minimum of 2 copies of following items:

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

b. Training Sessions:

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

END OF SECTION 179000

**SECTION 024119
SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

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

1.5 PRE-INSTALLATION MEETINGS

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

1.6 CLOSEOUT SUBMITTALS

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

1.7 FIELD CONDITIONS

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

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

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

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

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

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

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

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

3.2 UTILITY SERVICES AND MECHANICAL/ ELECTRICAL SYSTEMS

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

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

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

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

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

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

3.3 PREPARATION

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

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

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

3.4 SELECTIVE DEMOLITION, GENERAL

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

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

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

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

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

F. Dispose of demolished items and materials promptly.

G. Removed and Salvaged Items:

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

H. Removed and Reinstalled Items:

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

3.5 DISPOSAL OF DEMOLISHED MATERIALS

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

3.6 CLEANING

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

END OF SECTION 024119

**SECTION 011819
ASBESTOS ABATEMENT**

PART 1 – GENERAL

1.01 GENERAL

- A. This document describes the requirements for the abatement, remediation and disposal of asbestos containing building materials for the Asbestos Abatement of Reid Hall Classrooms 401/402 Renovation Project on the campus of Montana State University-Bozeman. This section includes general requirements for abatement of the materials where necessary, work practices required and disposal for control or impact of the materials.

NOTE: Additional materials to be impacted by the project are the soffits and CMU wall between the two classrooms. Building materials associated with these items have NOT been inspected for asbestos containing materials. Prior to demolition impact and/or abatement, the IH shall inspect these materials and take samples if necessary. Based upon findings of the IH additional abatement may be required. IF, additional material is to be abated a change order will be issued to the abatement contractor at that time.

- B. Known Asbestos Containing Materials are identified as: 12x12 Floor Tiles and Adhesive Used on Dry Erase Boards.
- C. The Contractor shall furnish all labor, materials, equipment, testing, monitoring, insurance, and incidental items and services necessary to remove and dispose of all identified asbestos containing materials and general construction materials within the work areas as indicated in the project specifications and in accordance with all federal, state, and local regulations and in compliance with the entirety of this specification.
- D. Compliance with regulations: The Contractor is required to comply with and shall assume full responsibility and liability for compliance with all applicable federal, state and local asbestos regulations pertaining to work practices, air monitoring, transportation and disposal of waste, communication of hazards, notification and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
- E. Upon commencement of the project all work is to be coordinated with the General Contractor (GC) until completion and the Owner(s) representative or IHC has inspected the work, clearances have been achieved and Certificate of Completion has been issued. The contractor will not be allowed to start an identified portion of the project and then leave for a period of time and return to finish the project at a later date unless specifically allowed in contract and schedule language provided by the General Contractor or Owner(s) representative. Failure to comply with this requirement will be considered nonconformance with this specification and will result in penalty.
- F. **The Owner(s), Project Manager or IHC may stop work at any time for failure to comply with this specification, or regulations, or due to visible dust generation, or poor/altered work practices, or compromised containment or equipment, or failure of negative pressure, or non-compliance with submittals and/or incomplete documentation. Abatement Contractor will NOT be monetarily compensated for additional time or materials incurred do to a stoppage in work for failure to comply with the above.**

1.02 MATERIALS & ESTIMATED QUANTITIES

A. Estimated quantities and location of materials are provided below. Exact quantities, site conditions and condition of materials are to be verified by the Contractor prior to submission of bid and are the sole responsibility of the bidding contractor. Abatement diagrams attached at the end of this specification are representative to layout and approximate location but are not to scale, and site visits must be used to determine exact dimensions and quantities.

B. Estimated Quantities:

Location	Material	Qty.	Requirement
Room 401	12x12 Floor Tile (*Mastic)	2,400 ft ²	Material is considered RACM for this project. Floor Tile is to be removed by either hand or mechanical means. Mastic is to be hand scraped to a smooth surface. Air Clearance Required by Project IH.
Room 401	Adhesive/Glue	3 Dry-Erase Boards	Material is considered Category I, Non-Friable for this project. Dry-Erase Boards to be removed from walls. Wall Material that contains Adhesive/Glue behind Dry-Erase boards to be removed. Work to be completed in containment with floor tile removal and cleared at the same time.
Room 402	12x12 Floor Tile (*Mastic)	2,400 ft ²	Material is considered RACM for this project. Floor Tile is to be removed by either hand or mechanical means. Mastic is to be hand scraped to a smooth surface. Air Clearance Required by Project IH.
Room 402	Adhesive/Glue	3 Dry-Erase Boards	Material is considered Category I, Non-Friable for this project. Dry-Erase Boards to be removed from walls. Wall Material that contains Adhesive/Glue behind Dry-Erase boards to be removed. Work to be completed in containment with floor tile removal and cleared at the same time.

NOTE: Material quantities in table are estimates all quantities are to be confirmed by bidder prior to bid. All identified materials within designated containments are to be abated completely within the scope of work.

1.03 BID BREAKDOWN

See Bid Form.

1.04 SUBMITTALS (Required)

A. With Bid Submission

1. Number of accredited workers available and planned for use if awarded project.
2. Equipment list available and planned for use if awarded project
 - i. NAM
 - ii. Fans/Air Movers
 - iii. Blasting or Grinding Equipment (include redundancy and backup)

- iv. Decontamination Unit showers or facility plans
 - v. Manometer—logging full time during abatement
 - 3. Supervisor/Competent Persons credentials
 - 4. 2-References for similar mastic removal projects by blasting/grinding
 - 5. Signed Statement with regulatory citation/infracton history for previous 3-years and current status of regulatory investigation or penalty. (Contractors with regulatory citations or pending citation in past 3-years may not be considered for award at the discretion of the project team)
- B. The selected contractor must provide a work plan and project design to the contracted industrial hygienist (IHC) and project team for approval prior to submission to MDEQ for a Permit. Any and all requests for a variance to deviate from the bid specification or regulatory requirements are to be submitted in writing to the IHC and project team for prior approval. Failure to secure prior approval from the IHC or project team will results in an immediate shutdown of work until the issue can be corrected or resolved, No Exceptions. The submittal must be approved and returned prior to beginning work. Delays and costs associated with failure to comply with this requirement are the sole responsibility of the abatement contractor.

The work plan must comply with all applicable regulations and this specification. The plan is to detail specific work practices, prevent uncontrolled disturbance of asbestos containing materials, completely remove specified materials, clean all surfaces in proximity to work area, meet schedule and project requirements, address material disposal and ensure prevention of asbestos fiber release. Failure to meet project objectives will result in rejection of the work plan.

- C. The IHC, Project Manager(s) or Owner(s) may deny a work plan and require revisions if the work plan is inadequate to meet regulatory and specification requirements or to achieve the goals and needs of the project. Specific containment requirements, staffing, ventilation design, and monitoring may be required to achieve the goals of the project and will be at the discretion of the IHC, Project Manager(s) or Owner(s) at no additional cost or impact to the schedule for the project.
- D. Required Work Plan Content: (All Listed subjects must be addressed in plan)
- 1. Schedule of work and containments with shift times and number of shifts included
 - i. Location of negative air machines
 - ii. Ventilation routes
 - iii. Negative pressure and air change calculation
 - iv. Location of constant reading manometer
 - 2. List of Equipment planned for use during this project, including manufacturer's literature and certification if appropriate. (Redundant equipment is needed in case of breakdown)
 - 3. Identification of encapsulates and chemicals to be used along with Material Safety Data Sheets (MSDS) for each.
 - 4. Identification of Project on-site Supervisor and alternate—One must be present at all times work is being performed
 - 5. Fire and Emergency Evacuation Plan
 - 6. Plan for communication system between work area and outside
 - 7. Telephone numbers, names, certificates for all workers
 - 8. Containment Construction Design
 - 9. Air Monitoring Plan (NEA for this project required if planning reduction of monitoring)
 - 10. Identification of secured area for storage of Contractors equipment and waste
 - 11. Methods to maintain security to prevent unauthorized entry into the work space
 - 12. Emergency evacuation procedures for medical or safety reasons (i.e. fire and smoke) so that exposure to ACM shall be minimized

13. Method for packaging, labeling, loading, transporting, and disposing contaminated material in a way that minimizes exposure and contamination
 14. Transportation Plan and Disposal Location—with date of disposal location confirmation
 15. Work Plan and Contingency Plan for maintaining schedule (CRITICAL PATH)
 16. Plan for maintaining negative pressure regardless of external factors.
 17. Standard operating procedures showing how workmen, visitors and Owner's employees will be protected from exposure, how space outside the work areas will be protected from contamination through completion of work, work procedures utilized during the project and final clean-up/decontamination procedures to be implemented.
- E. Documentation satisfactory to the IHC and project team that the Contractor's employees, including foremen, supervisors, and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspect of abatement activities, have received adequate training and are properly licensed by the appropriate agencies. This includes copies of all licenses for each employee working on the site.
 - F. Documentation of respirator fit testing for all Contractor's employees and agents who must enter the work area. This fit testing shall be conducted in accordance with testing procedures as required by OSHA.
 - G. Physician's Documentation that all employees or agents who may be exposed to airborne asbestos in excess of background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition submit documentation that personnel have received medical monitoring as required by OSHA regulations. The Contractor must be aware of and provide information to the examining physician regarding unusual conditions in the work place environment (e.g., high temperatures, humidity and chemical contaminants) that may impact on the employees' ability to perform work activities.
 - H. A copy of the Contractor's training program, safety manuals and policies, and written respiratory protection program.
 - I. Submit copies of all MSDS as required under the OSHA Hazard Communication Act OSHA 1900.1200.
 - J. The abatement contractor must submit a permit application and project design to the Montana Department of Environmental Quality, Asbestos Control Program (MDEQ) once approval is granted by the IHC and project team. The abatement contractor is responsible for all fees associated with the asbestos abatement work.
 - K. Upon completion the contractor must submit disposal manifests, all air monitoring data, and containment entry/exit logs for the project to the contracted Industrial Hygienist (IHC).

1.05 RELATED DOCUMENTS

- A. The areas have been inspected for asbestos containing building materials by Montana accredited inspectors. Except for the soffits and CMU wall. A copy of the Asbestos Inspection Report can be obtained from the owner.
- B. All bidders are required to attend the PROJECT PRE-BID WALKTHROUGH FEBRUARY 11, 2019 @ 3:30 pm and review the building in person. The Pre-Bid Walkthrough is the only time the building will be available for inspection.

- C. All drawings, specifications, and technical notes for the project must be reviewed by all abatement contractors for inclusion of abatement requirements.
- D. All abatement of asbestos must be coordinated with the building owner, project manager and IHC. Abatement must occur prior to the disturbance of material by non-accredited individuals. Abatement schedule is critical and MUST be maintained. Failure to meet the schedule will be deemed nonconformance with this specification and result in application of liquidated damages at the discretion of the owner.

1.06 DEFINITIONS

- A. Abatement: Procedures to control fiber release from ACM including removal, encapsulation, enclosure and repair.
- B. Abatement Activities: all activities from the initiation of work area preparation through successful clearance air monitoring to be performed at the conclusion of an asbestos project or minor project.
- C. ACM: Asbestos Containing Material
- D. Aggressive Method: Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact asbestos containing material (ACM).
- E. Aggressive Sampling: A sampling method in which the air sampling technician agitates and makes airborne any settled dust and residual asbestos fibers through the use of mechanical equipment to stir up settled dust during the sampling period, thus simulating activity in that area of the building.
- F. AIHA: The American Industrial Hygiene Association
- G. Air Lock: A system for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two (2) curtained doorways separated by a distance of at least three (3) feet such that one (1) passes through one doorway into the air lock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.
- H. Air Sampling: The process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional method developed by the United States Environmental Protection Agency (USEPA), which are utilized for lower detectability and specific fiber identification.
- I. Amended Water: Water containing a wetting agent or surfactant with a surface tension of at least 29 dynes/cm² when tested in accordance with ASTM D 1331.
- J. Asbestos: Any hydrated mineral silicate separable into commercially usable fiber, including but not limited to Chrysotile (serpentine), Amosite (cummingtonite-grunerite), Crocidolite (riebeckite), Tremolite, Anthrophyllite, and Actinolite.
- K. Asbestos Containing Material (ACM): Any material containing more than one percent (1%) asbestos when tested according to EPA NESHAP regulations.

- L. Asbestos Fiber: A particulate form of asbestos, 5 micrometers or longer, with a length to width ratio of at least 3 to 1.
- M. Authorized Person: Any person authorized by the contractor and required by work duties to be present in the regulated areas. They must have all proper training and PPE documentation.
- N. Category I Non-Friable Asbestos-Containing Building Material: Asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the methods specified in appendix E, Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy.
- O. Category II Non-Friable Asbestos-Containing Building Material: Any material excluding Category I Non-Friable ACM, containing more than 1% asbestos that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
- P. Class II Asbestos Work: Activities defined by OSHA involving the removal of ACM, which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic. Certain "incidental" roofing materials such as mastic, flashing and cements when they are still intact are excluded from Class II Asbestos work. Removal of small amounts of these materials, which would fit into a glove bag, may be classified as a class III job.
- Q. Clean Room: An uncontaminated area or room that is part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.
- R. Clearance Air Monitoring: The employment of aggressive sampling techniques using the volume of air collected to determine the airborne concentrations of residual fibers. It is to be performed as the final abatement activity.
- S. Competent Person: In addition to the definition in 29 CFT 1926, Section 32(f), a person who is capable of identifying existing asbestos hazards as defined in 29 CFR 1926 Section 1101, selecting the appropriate control strategy, has the authority to take prompt corrective measures to eliminate them and has EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training,; accreditation required by 40 CFR 763, Subpart E, Appendix C. Additionally, this person must be accredited in accordance with MCA Title 75. Environmental Protection, Chapter 2, Air Quality, Part 5 Asbestos Control (75-2-511 State of Montana Accreditation requirements).
- T. Contractor/Supervisor: Individual who supervises asbestos abatement work and has EPA Model Accreditation Plan "Contractor/Supervisor" training; accreditation required by 40 CFR 763, Subpart E, and Appendix C. Additionally, Contractors and/or Supervisors must be accredited in accordance with MCA Title 75, Environmental Protection, Chapter 2, Air Quality, Part 5 Asbestos Control (75-2-5111 State of Montana Accreditation Requirements).
- U. Critical Barrier: One or more layers of plastic sealed over all openings into a regulated area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a regulated area from migrating to an adjacent area.

- V. Decontamination Area: An enclosed area adjacent and connected to the regulated area and consisting of an equipment room shower area, and clean room which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.
- W. Encapsulant (sealant) or Encapsulating Agent: A liquid material which can be applied to an ACM and which temporarily controls the possible release of asbestos fibers from the material by creating a membrane over the surface (bridging encapsulation) or by penetrating into the material and binding its components together (penetrating encapsulant).
- X. Encapsulation: The coating or spraying of asbestos materials with a sealant/encapsulating agent.
- Y. Enclosure: The construction of air tight walls and a ceiling between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, or any appropriate and approved procedure that prevents the release of asbestos materials.
- Z. Equipment Room: A contaminated area or room that is part of the worker DES with provisions for the storage of contamination clothing and equipment.
- AA. Friable Asbestos Containing Material: Any material containing more than 1% Asbestos that, when dry, can be crumbled, pulverized to powder by hand pressure.
- BB. HEPA Filter: A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers mass median aerodynamic equivalent diameter.
- CC. Industrial Hygienist: The professional contracted or employed by the Building Owner(s) and or Project Manager(s) to supervise and/or conduct air monitoring and analysis, perform inspections and act as the Owner(s) Representative.
- DD. NESHAP: The National Emission Standard for Hazardous Air Pollutants (40 CFR Part 61).
- EE. NIOSH: The National Institute for Occupational Safety and Health.
- FF. Personal Air Monitoring: A method used to determine employee's exposure to airborne fibers. Samples are collected outside the respirator in the workers' breathing zone as OSHA asbestos standards (29 CFR 1926.58).
- GG. Personal Protective Equipment (PPE): Appropriate clothing, headgear, eye protection, footwear and MSHA/NIOSH approved respiratory protection.
- HH. Regulated Asbestos-Containing Material: Regulated asbestos-containing material (RACM) means:
 1. Friable asbestos material;
 2. Category I non-friable ACM that has become friable;
 3. Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or
 4. Category I and II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition operations.
- II. Removal: The stripping of any ACM from surfaces or asbestos components of a facility.

- JJ. Respiratory Protection Standard: Respiratory protection provided to workers in accordance with Personal Protection Equipment Requirements (OSHA 20 CFR 1926.58).
- KK. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at a tap and arranged for complete showering during decontamination.
- LL. Staging Area: The area near the waste transfer air lock where containerized asbestos waste had been placed prior to removal from the work area.
- MM. Surfactant: A chemical wetting agent added to water to improve penetration.
- NN. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments.
- OO. Work Area: Designated rooms, spaces, or areas of the project where asbestos abatement activities take place.
- PP. Work Site: Premises where asbestos abatement activity is taking place and that may be comprised of one or more work areas.

1.07 APPLICABLE REGULATIONS

- A. General: This section sets forth governmental regulations and industry standards, which are included and incorporated herein by reference and made a part of the specifications. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect. Any conflicts or overlap of these requirements shall be governed by the more stringent regulation or standard. Publications shall be the current edition in effect. Codes, standards and regulations which govern asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to, the following:
- B. Code of Federal Regulations (CFR) Publications:

OSHA

29 CFR 1910.1001	General Industry Standard
29 CFR 1926.1101	Construction Industry Standard
29 CFR 1926.59	Hazard Communication
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.145	Specifications for Accident Prevention Signs and Tags

EPA

40 CFR 61 Subpart A	General Provisions
40 CFR 61 Subpart M	National Emission Standard for Hazardous Air Pollutants
40 CFR 763 Subpart G	Worker Protection Rule
40 CFR 763 Subpart E	AHERA, Asbestos-Containing Materials in Schools

Transportation 49 CFR Parts 171, 172 Transportation of Hazardous Materials

C. State Requirements:

MCA Title 75, Chapter 2, Parts 1-4	Air Quality
MCA Title 75, Chapter 10, Part 4	Hazardous Waste Management
MCA Title 75, Chapter 2, Part 5	Asbestos Control
ARM Title 17, Chapter 8	Air Quality
ARM Title 17, Chapter 53	Hazardous Waste Management
ARM Title 17, Chapter 74	Asbestos Control

Asbestos abatement work within the State of Montana, including removal, transportation and disposal of asbestos waste, is regulated by:

Waste and Underground Tank Bureau, Asbestos Control Program, Department of Environmental Quality, 1520 East 6th Avenue, P.O. Box 200901, Helena, MT 59620-0901, (406) 444-5300.

1.08 ACCREDITATION AND EXPERIENCE

- A. General: Submit documentation to verify that all contractor/supervisors and workers involved in asbestos abatement are currently licensed by the Montana State Department of Environmental Quality to perform asbestos abatement. For extended projects the Contractor must maintain credentials for all workers requiring refresher training.
- B. Personnel: Provide certificates of accreditation for each employee who will be participating in, or working in a close proximity to, asbestos abatement operations within the work plan submittal.

1. Competent Person

- a. The designated Competent Persons shall be on-site at all times asbestos work is under way. These persons shall be experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. These persons are the Contractor's Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.
- b. Accreditation: The Competent Persons shall be accredited by the State of Montana as an asbestos abatement contractor/supervisor, as required by OSHA, NESHAP, and State of Montana asbestos abatement regulations. Submit copies of certificates of accreditation with submittal of work plan.
- c. If in the opinion of the IHC and Project team the designated Competent Person is not capable of making decisions, taking corrective actions, or demonstrates inability to oversee the abatement scope the Contractor will be required to replace the designated person with a New Competent Person at no cost to the project.

2. Workers

- a. Accreditation: All asbestos abatement workers shall be accredited by the State of Montana to perform asbestos abatement work in the State of Montana as required by OSHA, NESHAP and State of Montana asbestos abatement regulations. Submit copies of certificates of accreditation with work plan submittal package.

1.09 CONTRACTOR CONDUCT

All contractor personnel must adhere to the Montana State University expectations for conduct while on campus. No smoking, possession or use of ANY tobacco product or weapons is allowed on the property and all posted signs must be complied with at all times.

Workers are to comply with all Site Safety Requirements and OSHA Safety Requirements. At minimum worker attire is to be standard construction attire with, at a minimum, a tee shirt with 4-inch sleeves, pants, and closed toe shoes. Workers entering/exiting decontamination must adhere to this standard. Contractor must ensure that Clean-Room stages of decontamination units are large enough to meet clothing changing needs and secure entry requirements.

Work areas must be kept clean and free of all dust and debris at all times. Cooperation with all MSU, Project Managers and IHC directives is required of all contractor personnel at all times.

1.10 RESPONSIBILITIES OF THE INDUSTRIAL HYGIENE CONSULTANT - (IHC)

The Industrial Hygiene Consultant (IHC) shall be hired by the Owner(s) and be independent of the Abatement Contractor on the job. The IHC shall assist the Owner(s) in the administration and enforcement of this specification and achievement of project goals. Services provided by the IHC are determined by the owner and may include but are not limited to:

- a. Review of the Abatement Contractor work plan and variance requests for approval prior to submittal to MDEQ for a permit.
- b. Monitoring of work practices, containments, security, decontamination, air monitoring and schedule. If the IHC determines a failure or based upon evaluation a possible failure to meet regulatory, specification, or schedule requirements: corrective action must be taken by the abatement contractor.
- c. The IHC will make inspections after each stage of work is completed to assure proper completion before the next stage begins. Inspections will take place after containment has been completed (prior to removal) and at the end of abatement for Visual Inspections and Final Air Clearance Testing.
- d. If any inspection fails, the IHC shall notify the Abatement Contractor stating the reason for the failure. The Abatement Contractor shall correct the problem and the IHC shall perform another inspection. This process shall be repeated until the Abatement Contractor's work has passed inspection. The IHC determination is considered necessary for project goal achievement and as such is NOT subject to refusal by the contractor.
- e. Visual monitoring of work practices, work area and smoke testing periodically at the discretion of the IHC.
- f. Review of Personal and Area Monitoring performed by the Abatement Contractor.
- g. Possible area air monitoring during abatement activities.
- h. The IHC shall have the authority to stop work at any time when conditions are not within the Specification requirements or applicable regulations. The stoppage of work shall continue until

conditions have been corrected to the satisfaction of the IHC or other authorized representative. Standby time required to resolve violations shall be at the Abatement Contractor's expense.

- i. The IHC will perform all Visual Inspection and Final Air Sampling of individual containments.
- j. The IHC will perform a Visual Inspection of all waste material prior to transport to the landfill.
- k. The IHC will issue a written Certification of Completion for the project.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Provide all materials and equipment, suitable and in adequate quantity, required to accomplish the work as specified herein within the scheduled time frame. Isolation of the regulated area from adjacent workers and spaces must be achieved at all times. Adequate equipment must be on-site to meet negative pressure requirements and work schedule at all times. It is the contractor's sole responsibility to maintain all equipment in adequate working order.
- B. Ensure all MSDS information is on the job site and hazard communication requirements are met.
- C. Ensure all chemical containers, waste containers, tools, and equipment are appropriately labeled and secured during all phases of work.
- D. Ensure critical equipment is available on-site with redundant capacity to ensure continuation of work even with breakdown or equipment failure.

PART 3 – EXECUTION

3.01 GENERAL

- A. It is the responsibility of the Abatement Contractor to familiarize themselves with the building(s) and scope of the project for bidding and abatement plan purposes.

Weather, wind, building characteristics, and some site conditions are subject to natural change and must be anticipated by the contractor. Abatement work areas are to be secured and isolated from other on-site areas and abatement is to be performed only in these secured areas.

- B. ALL ABATEMENT tasks are to be performed in compliance with applicable regulations and with this specification. Where this specification creates conflict with regulatory documents the regulatory document will supersede this specification where the specification may result in non-compliance or where the regulatory requirement is more stringent. In no circumstance is the Contractor to violate regulatory requirements for handling and removal of asbestos containing building materials.
- C. Negative pressure enclosure is required for all asbestos abatement activity. All dust, water, debris, and potential contamination must be controlled and maintained within the enclosure. Smoke testing and inspection must be performed by the abatement contractor each day prior to start of work and as needed during the work period. Containment must be monitored by a logging/printing electronic manometer measuring inches of water column. Containment must be maintained at a pressure differential of at least

0.020" of water column at all times from initiation of abatement through air clearance. Contractor is required to stop work and make necessary corrections to containments and/or work practice if pressure differential drops below the required 0.020" of water column at any time.

- D. Smoke testing by the IHC may be performed at any time to verify containment and negative pressure. **Containment must isolate the abatement work area from floor to hard ceiling in all directions.**

3.02 WORK AREA PREPARATION

A. Personnel Qualifications

All Abatement Contractor personnel involved with asbestos work must be trained and tested prior to any work, and shall be thoroughly familiar with the approved Abatement Contractor's work plan for the abatement work on this project. All personnel shall undergo the specific medical examinations required by OSHA. The superintendent and the foreman shall be thoroughly familiar with all applicable regulations and practices for asbestos work and shall have participated in at least two abatement projects of similar size and scope within the past year. All personnel shall be in possession of valid respirator fit test paperwork. All personnel shall have a valid Montana Asbestos Abatement Contractor/Supervisor or Worker certification issued by the MDEQ. Anyone without the above qualifications shall not be allowed to work during the abatement phase at any time. It is the Abatement Contractor's sole responsibility to comply with all worker protection and certification requirements.

There shall be a sufficient number of trained and qualified workers, foremen and superintendents to accomplish the work in accordance with the required schedules. Since general work cannot start prior to the successful abatement of the work area, it is imperative that a sufficient number of trained personnel be engaged throughout the abatement process. No untrained, unqualified or unapproved person shall be employed to hasten completion of the abatement work.

1. Superintendent and Forman Qualifications and Duties shall consist of but are not limited to:
 - a. Training and knowledge of applicable regulations and expertise in safety and environmental protection.
 - b. Fluency in English and the languages spoken by all employees, or a designated interpreter for each language shall be available on each shift. A list of designated interpreters and their work schedules shall be provided for the Owner(s).
 - c. Assuring that the decontamination chambers are kept clean.
 - d. Surveying the work area a minimum of two (2) times per shift for proper housekeeping, safety precautions, barrier integrity and integrity of negative air pressure. All observations shall be recorded and made available to the owner's representative and IHC. Damage and defects in the enclosure system are to be repaired immediately upon discovery.
 - e. Ensure that each worker is wearing proper personal protective equipment and is trained in its use, and shall instruct workers on evacuation procedures during hazards. **NO** Facial hair (beards) shall be permitted to be worn when wearing respiratory protection that requires a mask to face seal.

- f. Ensure safe practices to prevent accidents in the work space, especially from electrical shocks, slippery surfaces and entanglements in loose hoses/cords and equipment.
- g. Safe work practices including, provisions for inter-room communications and the exclusion of eating, drinking, smoking and any activity that may break a respiratory protection seal.
- h. Ensure that all workers are certified and licensed.
- i. Take precautions to prevent overstressing of workers.
- j. Proper exit procedures from the work space to the outside through the decontamination facility.

B. Isolation of Work Area

1. Access to work areas shall be controlled through the use of signs, barricades, or other means as appropriate to prevent unauthorized personnel from entering the work area.
2. Post "Asbestos Danger Signs" prominently at all possible points of entry into the work area prior to the disturbance of any ACM. Signs should be in accordance with OSHA standard 29 CFR 1910.1001. The Asbestos Contractor shall provide all OSHA and NESHAP required labels for all plastic bags and all drums utilized to transport asbestos contaminated material to the landfill. The Asbestos Contractor shall provide any other signs, labels, warning and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. The signs shall be posted in a prominent and convenient place to warn of the hazard at a sufficient distance to avoid any possible exposure.
3. Deactivate electrical circuits in the enclosure unless equipped with ground-fault circuit interrupters or positive grounding is confirmed. Coordination with General Contractor for identification of electrical isolation is required.

C. Isolation of Heating/Ventilation/Air Conditioning (HVAC) Systems

1. Abatement Contractor shall coordinate with Owner(s) and project team for the proper shut-down and isolation of any and all HVAC systems prior to installation of critical barriers and start of abatement activities.
2. HVAC systems for this project may NOT be able to be shut down and thus the contractor must isolate these systems from work areas. Operational HVAC, heating, electrical, and plumbing systems are not a change of condition for this project and must be anticipated by the contractor.

D. Construction of Containments

1. Critical barriers shall be placed on all windows and all openings in the work area with not less than two (2) layers of 6-mil, fire retardant polyethylene sheeting. These barriers shall be sealed and remain in place until final air clearance testing has been completed.
2. Block any floor drains in the work area with critical barriers and do not allow any asbestos waste to

enter any drains.

3. Where determined by work plan or project design two (2) layers of 6-mil, fire retardant polyethylene sheeting shall be placed on floors, walls and used to cover building components within the work area. All ceilings are to be protected with a minimum of one (1) layer of 6-mil fire retardant polyethylene sheeting in order to provide protective barriers and to achieve negative air pressure inside the work area. Sheeting shall be sized to minimize seams. When seams are necessary they shall be staggered and separated at least 6 feet to reduce the potential for water to penetrate and have minimum overlap of 12 inches. All Floor sheeting shall extend at least 12 inches up the walls of the work area.
4. Walls, critical barriers, and ceilings of the Negative pressure enclosure must be sealed and actively inspected during work for integrity and isolation of the work space.
5. Should critical barrier erection disturb any ACM, the Abatement Contractor shall bring the issue to the IHC and project team for evaluation. Possible removal techniques may include the material to be removed by application of amended water and removal using tent procedures and HEPA vacuuming with a funnel attachment or possible glove-bag methods when applicable. These procedures are limited to only those materials absolutely necessary for proper construction of containment. Appropriate respiratory and protective equipment shall be worn during this operation.
6. All remaining non-removable items within in the work area shall be covered with two layers of 6-mil fire retardant polyethylene sheeting and taped securely.
7. Fire-Exits must be accessible at all times and each should be equipped with an emergency egress air lock to be utilized only in an emergency.
8. All entrances to the work area not used for worker entry or emergency exits shall be locked and sealed to prevent unauthorized entry.

E. Decontamination Unit Construction & Maintenance

1. In work areas where it is required, a three (3) stage decontamination (decon) chamber shall be constructed. This shall take place prior to any work being started in any area.
2. The decon unit shall be composed of a series of three (3) rooms/spaces set up in a consecutive arrangement from the abatement work area to the outside work area. If, required, a decontamination trailer shall be provided to the workers and placed in an isolated position in the uncontained environment.
3. The first, innermost room of the decon chamber shall be designated as the "Dirty Room". It will be located at the closest proximity to the enclosed work area and separated by an airlock. This in turn shall be attached to a "Shower Room" by an air lock to prevent fiber release. This shower room, which the workers shall use to decontaminate themselves of all remaining asbestos fibers when exiting the work area, shall be attached to the "Clean Room". The clean room shall be used as the entrance to the actual decon chamber. It is here where street clothes and uncontaminated personnel protective equipment shall be accessed.

4. All rooms of the decontamination unit must be of a size capable of meeting needs of crew size and work required. Failure to maintain clothing, equipment, and containment requirements will require correction by the contractor.
5. Air locks used to separate the rooms shall be composed of fire-retardant, plastic doors and weighted to prevent contaminated air from escaping into the environment.
6. A two (2) stage load-out/equipment access is to be used for the removal of material or the access of equipment. Proper decontamination is required and no-material or fiber release is to occur through this load out unit. Contractor work plan MUST address the use of this two (2) stage unit with worker restrictions and decontamination procedures for material and equipment.
7. The decontamination chamber doors shall be of sufficient height and width to enable a safe ease of access for workers.
8. All shower water is to be drained, collected and filtered through a system with the capability to collect particles 5.0 microns in size, at a minimum, and discharge into a sanitary sewer or other state or federally approved waste disposal system.
9. A decon unit shall be constructed in accordance with the applicable regulations and approved work plan. If work procedures create a change in material or work, or if the IHC determines that material may become friable that was not previously identified as such the decontamination unit construction may change at no additional cost to the project.

F. Establishment of Negative Pressure

1. HEPA (rated at 99.97% capture of 0.3um particles) air filtration equipment of sufficient quantity and capacity shall be determined on a per containment basis to achieve negative pressure. A minimum of -0.02 column inches of water pressure differential, relative to outside containment pressure, shall be achieved prior to the start of any abatement work and maintained for the duration of the containment. The capacity shall be enough to cause a complete air change or total air filtration within the work area four (4) times per hour. Air changes per hour are to be calculated by the contractor using 75% of the rated CFM of the negative air machine.
2. Negative pressure is to be maintained during ALL asbestos work from the initiation through final air clearance.
3. Negative pressure is to be evidenced by manometric measurement constantly monitored by a manometer equipped with a strip chart printout or data logging capability. Multiple locations of evaluation may be required by the IHC for demonstration of pressure differential.
4. Negative air exhaust is to be ducted outdoors, where possible, the shortest distance possible using self-supporting ridged flex duct for all distances in excess of 10-feet. "Lay-Flat" or non-self-supporting duct is not allowed for exhaust distances greater than 10-feet.
5. Abatement contractor must demonstrate air flow within the containment without spaces isolated from air exchange. Fans, additional interior Negative Air machines or other methods must be addressed in the work plan to ensure adequate air movement and worker protection.

6. Where outdoor ventilation of negative air exhaust is not possible (basement) a redundant system of HEPA filtration may be constructed to ensure NO asbestos or dust release from the work space. Where planned redundant HEPA filtration must be approved by the IHC prior to start of work and included in the submitted work plan.

G. Construction of Waste Handling Unit

1. The waste handling unit shall be equipped with the facilities to wash and wipe the outside of the asbestos bags or containers prior to removing them from the work area for transportation. Provisions must be made to prevent any contaminated water run-off and all captured water shall be disposed of as asbestos containing waste or sufficiently filtered through a system with the capability to collect particles 5.0 microns in size, at a minimum, and discharge into a sanitary sewer or other state or federally approved waste disposal system.
2. The waste "load out" unit shall be separated by an air locked room adjacent either to the decontamination unit or to the regulated work area. This unit is ONLY for the removal of clean waste bags entry/exit of equipment and is not to be used for worker access.

H. IHC Visual Sign-Off of Containment & Work Area

1. Prior to the start of abatement work the containment and work area is to be inspected and approved by the IHC. Documented approval will be posted at the entry to the regulated area by the IHC.

3.03 WORK PRACTICES

A. Respiratory Protection

1. Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed visual clearance or air monitoring.
2. All respiratory protection shall be MSHA/NIOSH approved in accordance with the provisions of 29 CFP 1926.103 or 30 CFR Part 11. All respiratory protection shall be provided by the Abatement Contractor and used by the workers in conjunction with the written respiratory protection program.

B. Personal Protective Equipment

1. The Abatement Contractor shall provide to all workers, foremen, superintendents and authorized visitors and inspectors, protective disposable clothing consisting of full body coveralls and head covers.
2. The Abatement Contractor shall provide eye protection, hard hats and safety shoes as required by job conditions and safety regulations. Safety shoes and hard hats shall be approved in accordance with ANSI Z89.1 1969 and ANSI Z41.1 1967.
3. Reusable footwear, hard hats and eye protection shall be left in the "Dirty Room" until the end of the asbestos abatement work or until they have been acceptably decontaminated.
4. All disposable protective clothing shall be discarded and disposed of as asbestos waste every time

the wearer exits the work area to the outside area through the decon facilities. AT NO TIME ARE WORKERS TO EXIT WORK AREA IN CONTAMINATED PPE.

5. If it is absolutely necessary that non-disposable clothing be worn for the asbestos project, laundering services shall be conducted in accordance with 29 CFR 1926.58.

C. Work Place Entry and Exit Procedures

1. All workers and authorized personnel shall enter the work area through the decontamination unit.
2. All personnel shall proceed to the clean room, remove all street clothes and don appropriate respiratory protection and personal protection coveralls and other possible PPE (i.e. hard hats, eye protection, hearing protection etc.).
3. Personnel wearing designated PPE shall proceed from the clean room through the shower room and dirty room into the work area.
4. Before leaving the work area all personnel shall remove gross contamination from the outside of their respirators and protective clothing by brushing, vacuuming or wet wiping procedures.
5. Personnel shall proceed to the dirty room where they shall remove all PPE except respirators. All disposable PPE is to be discarded as ACM containing waste.
6. Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area.
7. While still wearing respirators personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator, then shower and shampoo to remove residual asbestos contamination. Filter cartridges must be replaced for each new entry into the work area. Used cartridges are to be discarded as ACM waste.
8. After showering and drying off, workers may proceed to the clean room and don street clothing.

D. Removal of Asbestos Containing Material

1. Material to be removed shall be sufficiently wetted with amended water prior to removal. Material that will not accept amended water (tile) must be managed to prevent dust generation.
2. Remove the saturated asbestos material in small sections. As it is removed, pack the material in sealable plastic bags. The ACM removal shall begin within areas closest to the decon unit and proceed towards the HEPA filtration units.
3. Wet ACM shall be disposed of in doubled 6-mil bags marked with warning labels. Soaked fallen ACM shall be collected and bagged while wet. Contaminated materials containing sharp edges shall be cut to size while still wet, placed in cardboard boxes of manageable size and double bagged or placed in a leak-tight container. Waste bags and containers shall be properly labeled.
4. Use abatement tools and techniques that will not damage containment or building components and are in accordance with the approved work plan. Any use of unauthorized equipment or tools

may result in immediate stoppage of work.

5. ACM shall not be dropped or thrown from heights exceeding ten (10) feet above the floor. At heights above 10 feet, ACM shall be placed into incline chutes, placed onto scaffolding, or containerized at that height for later disposal. At all times dust must be controlled where wetting of material is not possible (floor tile).
6. Materials will be bagged and removed at the end of each work shift. No ACM debris shall be left in the work area overnight.
7. Bagged Asbestos Containing Waste (ACW) will be removed from the work area double bagged in either the decontamination area or separate waste exit chamber, and stored in a stationary sealed container.

E. Containment Inspections, Safety and Hygiene

1. Supervisors must survey the work area a minimum of two (2) times per shift for proper housekeeping, safety precautions, barrier integrity and integrity of negative air pressure. All observations shall be recorded.
2. Damage and defects in the enclosure system are to be repaired immediately upon discovery.
3. Supervisors must ensure that each worker is wearing proper personal protective equipment.
4. Supervisors must ensure all entry and exit procedures are properly used. Assuring that the decontamination chambers are kept clean.
5. Safe work practices including, provisions for inter-room communications and the exclusion of eating, drinking, smoking and any activity that may break a respiratory protection seal.
6. Supervisors and workers must ensure safe practices to prevent accidents in the work space, especially from electrical shocks, slippery surfaces and entanglements in loose hoses/cords and equipment.

F. Waste Pass Out Procedures & Handling

1. Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container enclosure system (or through the worker decon unit if a separate waste chamber has not been constructed).
2. Waste pass-out procedures shall utilize two teams of workers, an "inside team" and an "outside team".
3. The inside team, wearing appropriate PPE shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components). Using HEPA vacuums and wet wiping techniques, they shall transport the containers into the waste container pass-out air lock. No worker from the inside team shall further exit the work area through the air lock of the enclosure system.

4. The outside team, wearing appropriate PPE shall enter the air lock from outside the work area, enclose the containers in clean, labeled, 6-mil polyethylene bags or sheeting as the items' physical characteristics demand, and remove them from the air lock to the outside. No worker from the outside team shall further enter the work area through this air lock, which shall be secured to prevent unauthorized entry.
5. The Asbestos Contractor shall maintain compliance with the strictest set of regulations of U.S. EPA, Asbestos Regulations 40 CFR 61.152 and 29 CFR 1910.1200(f) of OSHA's Hazard Communication Standard and any other applicable standards or specification requirements.

Note: Any penalties incurred for failure to comply with any of the above requirements, will be the sole responsibility of the Abatement Contractor. The Owner(s) claims no responsibility for fines imposed due to the negligence of the Abatement Contractor.

6. Keep all Asbestos Containing Waste (ACW) separate from any other waste.
7. Ensure that ACW has been sufficiently wet down and examine the integrity of the container's leak-tight/airtight seals. Re-wet and re-package any damaged containers. Ensure no visible emissions of dust into the air.
8. Keep ACW in a secured, enclosed and lockable container.

G. Waste Transportation

1. The Abatement Contractor shall transport all packaged asbestos waste to a facility that handles asbestos waste and is registered with the applicable regulatory agencies that has been pre-approved by the IHC, Owner(s) and landfill personnel to accept ACW or RACM waste.
2. Prior to transport for disposal all waste may be visually inspected by the IHC.
3. Labels are required on containers of ACW materials indicating the material content, the name of the waste generator and the location where the waste was generated.
4. The Abatement Contractor shall be responsible for ensuring that all such sealed containers are not ruptured during processing, including packaging, handling, loading, transporting and unloading. Any containers that are found to be ruptured upon arrival at the landfill shall be re-containerized by the Abatement Contractor immediately.
5. Require all individuals who transport or handle asbestos waste to use proper PPE and be appropriately licensed and/or accredited to handle ACM.
6. Transport waste vehicles operated by or escorted by a MDEQ accredited asbestos project worker or asbestos project contractor/supervisor.
7. Upon completion of the project the Abatement Contractor shall provide a waste manifest dually executed by the Abatement Contractor, Transporter and Disposal Facility. The manifest shall be all-inclusive, describing volume of materials, dates of transport and date of disposal. A waste manifest shall be produced for each load. Waste manifest is to be forwarded to the IHC and Owner for completion of work.

H. Final Clean-up of Containment Area

1. After removal of all visible accumulations of ACM, HEPA vacuuming shall be performed on all surfaces.
2. All surfaces in the work area shall be cleaned using a fine spray of mist of amended water followed by wet wiping using disposable cloths. These cloths shall be disposed of or rinsed thoroughly and frequently to prevent visible accumulation of debris. Surfaces must be allowed to dry before proceeding to the next cleaning step.
3. Allow for surfaces to dry and repeat above procedures. The cleaned layer of surface barriers may be removed, plastic used to maintain critical barriers shall not be removed until final air clearance has been achieved.
4. After completion of clean-up operations, the Abatement Contractor shall notify the IHC that an inspection is required prior to air clearances testing to ensure that no visible asbestos remains. A fine mist of removal encapsulant may then be applied. After PCM air samples are found to have airborne fiber concentrations of less than 0.010 f/cc final area breakdown, encapsulation of abated surfaces and removal of critical barriers may begin. If results are found to be above the acceptance criteria, the clean-up shall be repeated until compliance is achieved. Only after acceptable levels are achieved may the critical barriers be removed. All repairs and refinishing shall be performed.
5. TEM evaluation of air samples for asbestos fiber concentration may be performed at the contractor's expense. Clearance will be considered achieved if asbestos fiber concentration is equal to or less than background samples when evaluated by AHERA methods.
6. All microscopy review/analysis of filter cassettes is to be performed by an independent third party laboratory: EMSL Analytical Morrisville NC, AIHA PAT Proficient, NVLAP accredited. Air clearances must be STARTED BY 2:00PM to make last Federal Express drop-off on the day of sampling. Results of samples will be available the following day. CONTACTOR MUST TAKE THIS INTO CONSIDERATION FOR SCHEDULE!! FAILURE TO ACHIEVE CLEARANCE OR TO MEET DAILY DELIVERY TIME IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

I. Tear Down and Project Completion

1. Abatement Contractor shall remove all signs of containment including critical barriers unless otherwise instructed. All tape, tape or glue residue, all equipment and materials used to perform work, must be removed. Contractor is to remove all signage, barriers and debris from the work area. Make any and all necessary repairs to leave building materials in condition as before containment construction.
2. Upon satisfactory completion, application for the Certificate of Completion may be made.

3.04 AIR MONITORING & CLEARANCES

A. Environmental Conditions to be maintained and monitored by Abatement Contractor:

1. Outside Asbestos Work Area: Air concentrations of asbestos shall be maintained at a daily average

below 0.01 fibers per cubic centimeter of air when measured using industry standard PCM methods. If fibers exceed this level, all non-licensed workers will be barred from this area, work shall cease, the area shall be cleaned and any problem shall be corrected prior to re-commencement of work. This required cleaning and work stoppage is at the expense of the abatement contractor and will not result in a change request or an extension of schedule.

2. Inside Asbestos Regulated Area: Air concentrations of asbestos shall be maintained as low as reasonably possible and monitored by personal air monitoring in compliance with OSHA requirements.
- B. The Abatement Contractor shall be responsible for conducting air monitoring required under OSHA standards (Area & personal monitoring). The initial testing results will determine the level of respiratory protection necessary during the preparation phase of the abatement project.
- C. The Contractor's approved means and methods of abatement will determine the need for and frequency of air clearance testing in accordance with federal, state and local regulations.
- D. The IHC hired by the Owner(s) will be responsible for the following:
1. A Visual Clearance of individual containments with Contractor Supervisor prior to encapsulation and prior to Final Air Clearance testing is to be completed by the IHC. The Abatement Contractor shall have available ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached by inspectors.
 2. A PCM aggressive Final Air Clearance test in each work area after removal, encapsulation and cleanup have been completed, but before the critical barriers and decontamination chambers are removed. Aggressive samples are conducted with the use of at least one (1) horsepower leaf blower and fans. Each room of the work area shall have at least one (1) final air test.
 3. All PCM air samples shall be analyzed utilizing the NIOSH 7400 method using Counting Rules A. Clearance shall be deemed successful when all PCM results are less than 0.01 f/cc or subsequent TEM analysis by AHERA Counting rules result in equal to or less than background concentration levels of asbestos structures.
 4. If any of the Final Air Clearance tests exceed 0.01 f/cc by PCM, at the expense and impact to the contractor samples may be analyzed by TEM for comparison to background. If greater than background or following PCM analysis the entire work area shall be re-cleaned immediately upon receipt of air test results. The area shall then be re-visualized and re-tested at no additional cost to the Owner(s). All costs associated with additional air clearance tests including but not limited to travel, labor and analytical costs shall be at the sole expense of the Abatement Contractor.
 5. The Abatement Contractor is to notify the IHC 48-hours prior to the need for clearance evaluation.

3.05 PROJECT COMPLETION & CLOSE-OUT

The certification of final completion shall not be issued until the following conditions have been satisfied.

- A. Final inspection by the Owner(s) and/or IHC reveals that no visible ACM exists in the designated work areas.
- B. All inspections required by this Specification are complete and satisfactory.

- C. A final Visual Clearance has been performed and Air Clearance tests indicate airborne fiber levels of less than 0.01 f/cc or less than background for TEM analysis for each area of containment have been met.
- D. The Abatement Contractor submits copies of all daily OSHA personal monitoring results.
- E. The Abatement Contractor submits all required disposal documentation.
- F. The Abatement Contractor has removed all debris, tools, surplus materials, equipment, temporary buildings and materials from the work area.
- G. The IHC shall issue a Certificate of Completion certifying that all conditions set forth in this Specification have been satisfactorily completed.

3.06 REID HALL – CLASSROOMS 401 & 402

Reid Hall abatement includes the removal of asbestos containing flooring, dry-erase boards and adhesive, hand scrape of mastic to a smooth surface. This specification provides the bidding contractor with site information, work practice requirements, and project goal clarification. ALL bidders are to carefully review all sections of this specification prior to bid in conjunction with the mandatory pre-bid site walkthrough in preparation of their submittal for consideration.

- A. Power
Power needs by the abatement contractor must be coordinated with the general contractor prior to arrival immediately following award of bid. Where the general contractor and owner are not able to provide desired number of power locations, voltages, amperage needs, or service the Abatement contractor must provide generator to meet needs.
- B. Heat
Work is to take place during the summer so heat should not be an issue. However, heat will be maintained in adjacent work areas. Additional heating units are the responsibility of the abatement contractor for the abatement containment. Heating units must be indirect fired to prevent introduction of air contaminants into the building. Damage due to failure to maintain the work space above freezing is the responsibility of the abatement contractor.
- C. Water
Cold and Hot water sources are available in the building and will be identified prior to the start of work.
- D. Access
Access to the classrooms work area for equipment will need to be coordinated with the General Contractor in conjunction with the owner.
- E. Waste Egress
All waste will be transferred to designated waste containers provided by the Abatement Contractor in a specified route coordinated with the General and IHC.
- F. Site Access
Abatement contractor is required to provide notification and schedule of work 72-hrs in advance of increase from standard. Abatement hours are to be coordinated with the GC.

G. Parking

MSU Campus parking permits are required for all vehicles. Limited site parking is available. Contractors are to figure this into the bid and to anticipate worker transport and equipment/material access from the site staging areas.

H. Staging

Staging area for equipment, trailers, waste storage, and materials is to be coordinated with the GC. Limited space is available immediately adjacent to the work site.

3.07 FLOORING & MASTIC REMOVAL

In identified work areas ALL floor tile is to be removed. Mastic is to be scraped to a smooth surface.

3.08 WORK PRACTICES

All impact, removal, and cleaning of asbestos containing material must be performed inside HEPA filtered negative pressure containments. Schedule requires the abatement contractor to be diligent and thorough in the work plan. All requirements of this specification, local, state, and federal regulations must be met by the abatement contractor.

ALL surfaces must be dust free and clean to achieve visual clearance requirements prior to air sample collection. Abatement contractor's competent person must ensure a dust free work area prior to IHC review.

4.0 Photographs



VIEW OF FLOORING MATERIALS



VIEW OF DRY-ERASE BOARDS AND WALL MATERIALS

5.0 BUILDING FLOOR PLANS (Attached)

MONTANA STATE UNIVERSITY – BOZEMAN ASBESTOS ABATEMENT PROCEDURES ASBESTOS HAZARD RISK MANAGEMENT

I. Scope

This plan provides a description of the minimum requirements for the removal (abatement) of asbestos containing building materials for Montana State University (MSU), Bozeman. This document provides general guidelines and regulatory references to be followed and fully complied with during work involving greater than 10-square feet of asbestos containing building material (ACBM) or 3-linear feet of thermal system insulation (TSI) material containing asbestos. ACBM is defined as a material containing greater than 1% asbestos mineral.

II. Purpose

The purpose of this document is to create and communicate a uniform expectation for the management of asbestos and its associated risks on the MSU Bozeman campus. It outlines the mechanisms to protect the occupants of our buildings, our staff and faculty, the general public, and the environment from asbestos fiber release as well as to ensure regulatory compliance.

The document is intended to communicate minimum expectations both to internal abatement staff as well as contractors who may perform abatement work on campus.

III. Definitions

Definitions related to asbestos work and asbestos hazard control are taken from the following references:

- 40 CFR 61 Subpart A & M;
- 29 CFR 1926.1101;
- 29 CFR 1910.1001; and
- MDEQ Asbestos Control Act (Current Regulation).

Note: In some cases, extra detail or clarification has been added to the regulatory definition. At all times the regulatory definition is the minimum standard and this document may prescribe best business practices that exceed requirements.

Asbestos Containing Building Material (ACBM): Any building component determined to contain 1% or greater of asbestos mineral as specified in 40 CFR 61 Subpart M (EPA) (MDEQ), 29 CFR 1926.1101 and 29 CFR 1910.1001 (OSHA).

Background: Pre-construction fiber results either by Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) collected in proximity to the work space and to be used for determination of existing conditions where concern exists that fiber concentrations are above the accepted industry clearance level of 0.010 f/cc (PCM) or 70 structures/mm² (TEM).

Friable ACBM: Any ACBM that can be crushed to powder by hand or that may be crushed to powder in the course of the construction activity. All materials mechanically disturbed and significantly crushed on campus are assumed to have the potential for friability and are to be handled as such.

Negative Pressure Enclosure: An enclosure of the work area constructed of wood or poly (plastic). . All enclosures are to be constructed with HEPA (High Efficiency Particulate Air) filtered ventilation to provide a negative pressure differential with adjacent areas equal to or greater than 0.020 inches of H₂O column as measured by a logging manometer. At a minimum, the HEPA filtered ventilation is to provide four (4) air changes per hour. In effect, a negative pressure enclosure ensures asbestos fibers do not escape during entry, work, or exit – fibers are captured in filters. All surfaces not to be impacted by the work are to be isolated from the work by the enclosure or have the ability to be cleaned within the enclosure to ensure they are free of dust and fibers related to the work.

Decontamination Unit: A two or three room attachment to the containment used for ensuring that the workers have a space to don Personal Protective Equipment on the entry and decontaminate clothing and tools prior to exit from work area. Decontamination rooms are separated by plastic flaps and are kept under negative pressure during the work. A shower is used during friable removal to ensure workers wash themselves prior to exit.

IV. Friable Asbestos Material Indoors and Outdoors

All abatement of friable material is to be performed inside a fully isolated negative pressure enclosure with a minimum of 0.020 inches of H₂O column negative pressure differential with the adjacent space and a minimum of four (4) air changes per hour maintained throughout the work. Attached to the enclosure is to be a fully functional three (3) stage decontamination unit to be used for entry and exit from the enclosure during work. Logging manometer is required for verification and documentation.

Specifically:

- Proper notification to the MDEQ regarding performance of project (annual permit included);
- Notification to an industrial hygienist regarding clearance sampling when project is initially scheduled, in order to provide assurance that samples can be taken without negative impact to project schedule;
- Isolation poly barrier (Critical barriers) to isolate the work area from adjacent areas;
- Two layers of poly for all critical barrier locations;
- All ventilation and openings inside the work area must be sealed with plastic. These areas are called “Critical barriers” in the abatement industry;
- Isolation of all surfaces from the work area that are not impacted or thorough cleaning of these surfaces to meet visual clearance criteria;
- A pre-work containment check by an industrial hygienist is preferred for all jobs and may be required depending upon scope, level of hazard and associated risk as determined by MSU project lead;
- Wet methods are to be used for removal as required by EPA and MDEQ regulations;
- Disposal is to be made of all Asbestos containing material (ACM) according to EPA and MDEQ requirements for wetting, bagging, labeling and manifesting;
- Compliance with air monitoring and worker protection standards is required per OSHA regulations;
- All removal of debris and equipment is to be performed through the negative pressure enclosure entry/access point using appropriate decontamination techniques and work practices;
- All enclosures are to be visually and analytically cleared (air clearance sampling) according to MDEQ requirements using either PCM or TEM analytical techniques; and
- All other requirements of federal, state, and local regulations are to be followed for friable removal.

V. Non-Friable Asbestos Material Inside

MSU has extensive non-friable abatement needs related to asbestos containing resilient floor tile, associated mastics, and cement asbestos materials. These materials are routinely handled in a non-friable fashion and have a reduced hazard of asbestos fiber generation. However, MSU must maintain a high standard of worker protection and building stewardship through all construction work. Thus all work is to be performed in a negative pressure enclosure with a minimum of 0.020 inches of water column negative pressure in relation to adjacent areas and with a HEPA filtered ventilation providing at a minimum four air changes per hour. Logging manometer use is required.

Specifically:

- Determination of method of removal and evaluation of breakage percentage;
- Mechanical removal methods are to be considered friable and thus comply with above friable requirements;
- Single layer (critical) barriers for isolation of work area and surfaces;
- Minimum of a two stage decontamination for HEPA vacuum of equipment and workers and disposal of coveralls and cleaning of PPE;
- Disposal of all materials in asbestos waste bags sealed and secured at all times—manifest of all disposal of material. Materials cannot be mixed with standard construction waste stream;
- All removal of waste debris and equipment is to be performed through controlled access points of the decontamination unit or “load out” access through the containment. All bags and equipment must be removed using appropriate decontamination techniques ;
- Pass of at a minimum visual clearance of work area—depending upon Work Control requirements air clearance may be required; and
- Where non friable material becomes friable air clearances and hygienist visual clearance is required. Hygienist is to be notified prior to start of work to ensure schedule is maintained.

VI. Wall Component Systems—Composite Analysis Less Than 1% Asbestos

Various locations on campus have drywall systems with joint compound/drywall mud that has been identified as containing varying amounts of asbestos mineral.

Thus all work impacting an area of wall greater than 10 square feet is to comply with OSHA requirements and to ensure the protection of occupants these wall systems are to be demolished as asbestos containing friable material. All applicable requirements for OSHA and above (friable material) are to be met or exceeded.

Specifically:

- Determination of method of removal and evaluation of breakage percentage;
- Mechanical removal methods are to be considered friable and thus comply with above friable requirements;
- Single layer (critical) barriers for isolation of work area and surfaces;
- Minimum of a three stage decontamination for HEPA vacuum of equipment and workers and disposal of coveralls and cleaning of PPE;
- Disposal of all materials in asbestos waste bags sealed and secured at all times—manifest of all disposal of material;
- All load out of debris and equipment is to be performed through controlled access points under negative pressure and using appropriate decontamination techniques and work practices; and

- Pass of a visual & Air clearance of work area—depending upon Work Control requirements TEM air clearance may be required.

Note: The Trades Supervisor and/or Project Manager can work with an industrial hygienist to adjust these requirements to suit work areas and to manage risk on a case-by-case basis.

Small impacts to the compound (less than 10ft²) are to be performed using HEPA vacuum attendance and wet methods to ensure no dust generation and capture of the debris at the point of impact.

VII. Non-Friable Asbestos Materials---Outside

Non-friable roofing materials, siding materials, cement asbestos pipe, and paper are found on MSU-Bozeman campus and frequently require abatement. MSU recognizes that these materials are routinely handled without becoming friable and expects that all such materials are impacted by the contractor in a fashion to ensure non-friable removal. Where impact is required the following minimum steps are to be taken.

Specifically:

- Remove with methods preventing dust generation;
- When sawing/cutting/grinding/drilling keep material wet at all times and attend with HEPA vacuum to capture all dust;
- Collect material and appropriately bag, label, and manifest for disposal;
- CONTROL all material and ensure no debris escapes from work area;
- Critical (cover with poly) adjacent ventilation intakes, windows, or opening into occupied buildings; and
- Meet OSHA requirements for worker protection and monitoring at all times.

The compliance with regulatory requirements on the campus of MSU-Bozeman is seen as the minimum level of risk management. Compliance with the additional guidance in this document is seen as best business practice to most effectively protect people and environment and to manage risk.

MSU recognizes that each project will have specific needs and challenges. Variance from these requirements is only to be done with the approval from MSU work control or from MSU designated representatives in consult with an industrial hygienist. Variation from regulatory requirements of friable material is only allowed with written MDEQ approval and MSU written approval.

It is emphasized that MSU must maintain a visible and documented control of asbestos hazards at all times for the management of our buildings and the satisfaction of our occupants, students, faculty/staff, and administration. The cooperation of our contractors is critical to our success.

Questions can be directed to:

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**SECTION 04 2001
MASONRY VENEER**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clay facing brick - interior wall opening infill and patching.
- B. Mortar and grout.
- C. Reinforcement and anchorage.
- D. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 9200 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- C. ASTM C67/C67M - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile; 2018.
- D. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile; 2016.
- E. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2011.
- F. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale); 2016.
- G. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2014a.
- H. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete; 2016.
- I. UL (FRD) - Fire Resistance Directory; current edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, and mortar.
- C. Samples: Submit one samples of decorative block and facing brick units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- E. Mix Design: For mortar include description of type and proportions of ingredients.
 - 1. Include test reports, per ASTM C 780, for mortar mixes required to comply with specifications.
- F. Cold Weather Procedures: Detailed description of methods, materials and equipment to be used to comply with cold-weather requirements.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of the contract documents.

1.06 MOCK-UP

- A. Provide sample bricks on site, dry stacked to compare color to existing brick color.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

1.08 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 BRICK UNITS

- A. Manufacturers:
 - 1. Brick to match existing..
- B. Facing Brick: ASTM C216, Type FBX, Grade SW.
 - 1. Color and Texture:
 - a. Color: To match existing - light orange-red blend similar to Lakewood Light Red Matt/Medium Red Matt.
 - b. Texture: Matt finish (Lakewood Matt Finish)
 - 2. Nominal Size: 3-5/8"w x 2-1/4"h x 7-5/8"L.
 - 3. Compressive Strength: As indicated on drawings, measured in accordance with ASTM C67/C67M.

2.02 MORTAR AND GROUT MATERIALS

- A. Mortar Aggregate: ASTM C144.
- B. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
 - 1. Color(s): As selected by Mosaic Architecture from manufacturer's full range of colors.
 - 2. Manufacturers:
 - a. Davis Colors: www.daviscolors.com.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- C. Water: Clean and potable.
- D. Accelerating Admixture: Nonchloride type for use in cold weather.

2.03 REINFORCEMENT AND ANCHORAGE - SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION

- A. Manufacturer's of Brick Ties:
 - 1. Manufacturers:
 - a. Blok-Lok Limited: www.blok-lok.com.
 - b. Hohmann & Barnard, Inc; HB 213 Veneer Anchor: www.h-b.com/#sle.
 - c. WIRE-BOND: www.wirebond.com.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- B. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.
 - 1. Anchor plates: Not less than 0.075 inch (1.91 mm) thick, designed for fastening to structural backup through sheathing by two fasteners; provide design with legs that penetrate sheathing and insulation to provide positive anchorage.
 - 2. Wire ties: Manufacturer's standard shape, 0.1875 inch (4.75 mm) thick.
 - 3. Seismic Feature: Provide lip, hook, or clip on end of wire ties to engage or enclose not less than one continuous horizontal joint reinforcement wire of 0.1483 inch (3.8 mm) diameter.

2.04 ACCESSORIES

- A. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
- B. Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; in maximum lengths available.
- C. Termination Bars: Stainless steel; compatible with membrane and adhesives.
- D. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.05 MORTAR AND GROUT MIXING

- A. Mortar for Unit Masonry: ASTM C270, Proportion Specification.
- B. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Brick Units:
 - 1. Coursing: Three units and three mortar joints to equal 8 inches (200 mm).
 - 2. Mortar Joints: To be determined by Mosaic Architecture.

3.03 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Remove excess mortar as work progresses.
- C. Interlock intersections and external corners, except for units laid in stack bond.
- D. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- E. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- F. Isolate top joint of masonry veneer from horizontal structural framing members or support angles with compressible joint filler.

3.04 CAVITY MORTAR CONTROL

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.
- B. For cavity walls, build inner wythe ahead of outer wythe to accommodate accessories.
- C. Install cavity mortar diverter at base of cavity and at other flashing locations as recommended by manufacturer to prevent mortar droppings from blocking weep/cavity vents.

3.05 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

- A. Seismic Reinforcement: Connect veneer anchors with continuous horizontal wire reinforcement before embedding anchors in mortar.

3.06 LINTELS

- A. Install loose steel lintels over openings.
- B. Maintain minimum bearing on each side of opening.

3.07 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.
- C. Size control joints as indicated on drawings; if not indicated, 3/4 inch (19 mm) wide and deep.
- D. Form expansion joint as detailed on drawings.

3.08 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and other items to be built into work and furnished under other sections.
- B. Install built-in items plumb, level and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

3.09 TOLERANCES

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch (1.6 mm).
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft (6 mm in 3 m) and 1/2 inch in 20 ft (13 mm in 6 m) or more.
- C. Maximum Variation from Plumb: 1/4 inch (6 mm) per story non-cumulative; 1/2 inch (13 mm) in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft (3 mm in 1 m) and 1/4 inch in 10 ft (6 mm in 3 m); 1/2 inch in 30 ft (13 mm in 9 m).
- E. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch (minus 6.4 mm, plus 9.5 mm).

3.10 CUTTING AND FITTING

- A. Cut and fit for pipes and conduit. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.11 CLEANING

- A. Remove excess mortar and mortar smears as work progresses.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.12 FIELD QUALITY CONTROL

- A. Mortar Verification Proportion: For each mix provided shall conform to ASTM C 270 and table 2103.7(1) in IBC 2009.

3.13 REPAIRING, POINTING AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up all joints, including corners, openings, and adjacent construction, to provide neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden panels and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel, leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning and masonry.

3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clean water.
5. Clean brick by bucket-and-brush hand cleaning method described in "BIA Technical Notes 20".
6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

END OF SECTION

SECTION 05 7500
DECORATIVE FORMED METAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior fabrications made of formed metal sheet, secondary supports, and anchors to structure, including:
 - 1. Perforated aluminum wall and soffit panels
 - 2. Closures, trim, and filler panels for wall and soffit panels

1.02 RELATED REQUIREMENTS

- A. 09 2216 Non-Structural Metal Framing

1.03 REFERENCE STANDARDS

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.
- C. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
- D. NAAMM AMP 500-06 - Metal Finishes Manual; 2006.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data - Sheet Metal Material: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Specimen warranty.
- C. Shop Drawings: Show layout and elevations, dimensions and thickness of panels, connections, details and location of joints, method of anchorage, number of anchors, supports, reinforcement, trim, flashings, and accessories.
 - 1. Show actual field measurements on shop drawings.
 - 2. Differentiate between shop and field fabrication.
 - 3. Indicate substrates and adjacent work with which the fabrications must be coordinated.
 - 4. Include large-scale details of anchorages and connecting elements.
- D. Maintenance Data: Care of finishes and warranty requirements.

1.05 QUALITY ASSURANCE

- A. Mock-Up: Provide a mock-up for evaluation of fabrication workmanship.
 - 1. Mock-up to include one section of soffit including outside corners and vertical return to ceilings. Section to be minimum of 36 inches long.
 - 2. Locate where directed.
 - 3. Provide products finished as specified.
 - 4. Mock-up may remain as part of the Work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original, unopened, undamaged containers with identification labels intact.
 - 1. Protect finishes by applying heavy duty removable plastic film during production.
 - 2. Package for protection against transportation damage.
 - 3. Provide markings to identify components consistently with drawings.
 - 4. Exercise care in unloading, storing and installing panels to prevent bending, warping, twisting and surface damage.

- B. Store products protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.
 - 1. Store in well ventilated space out of direct sunlight.
 - 2. Protect from moisture and condensation with tarpaulins or other suitable weather tight covering installed to provide ventilation.
 - 3. Store at a slope to ensure positive drainage of any accumulated water.
 - 4. Do not store in any enclosed space where ambient temperature can exceed 120 degrees F (49 degrees C).
 - 5. Avoid contact with any other materials that might cause staining, denting, or other surface damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Composite Material Sheet Manufacturers:
 - 1. McNichols Inc. www.mcnichols.com 866.754.5144

2.02 FORMED METAL FABRICATIONS - GENERAL

- A. Shop Assembly: Preassemble items to greatest extent possible. Minimize field splices and field assembly. Disassemble only as necessary for transportation and handling. Mark items clearly for assembly and installation.
- B. Coordination: Match dimensions and attachment of formed metal items to adjacent construction. Produce integrated assemblies. Closely fit joints; align edges and flat surfaces unless indicated otherwise.
- C. Forming: Profiles indicated. Maximize lengths. Fold exposed edges to form hem indicated or ease edges to radius indicated with concealed stiffener. Provide flat, flush surfaces without cracking or grain separation at bends.
- D. Reinforcement: Increase metal thickness; use concealed stiffeners, backing materials or both. Provide stretcher leveled standard of flatness and stiffness required to maintain flatness and hold adjacent items in flush alignment.
- E. Anchors: Straps, plates and anchors as required to support and anchor items to adjacent construction.
- F. Supports: Miscellaneous framing, mounting, clips, sleeves, fasteners and accessories required for installation.
- G. Welding and Brazing: Weld or braze joints continuously. Grind, fill or dress to produce smooth, flush, exposed surfaces. Do not discolor metal. Grind smooth, polish, and restore damaged finishes to required condition.

2.03 SHOP FABRICATED SOFFIT AND WALL PANELS

- A. Shop Fabricated Wall and Soffit Panels: Shop fabricated and factory finished, sheet metal column covers, mechanically fastened to structural support.
 - 1. Material: Aluminum sheet, ASTM B209 or ASTM B209M, alloy 3003 or 5005.
 - 2. McNichols reference: 17335380SA, Al/3003h14 0.080 GA 3/32RD 5/32S
 - 3. Sheet Thickness: 12 gauge 0.125 inch (3.18 mm), minimum.
 - 4. Perforations: 3/32" round perforations at 5/32" staggered pattern resulting in 51% openness.
 - 5. Sheet Edge: Provide 1 inch solid margin, non-perforated edges on each panel
 - 6. Joint Type: Open joints.
 - 7. Layout: ;provide panel layout as indicated on drawings.
 - 8. Edging: 1 inch U-bar edging of 18 gauge (0.040) aluminum to match panel finish. Provide edging at all edges visible where there is no factory margin. Areas with margin do NOT require edging.
 - 9. Fasteners: #8 self-drilling stainless steel, phillips, square or hex drive pan-head screws, length as needed.

10. Aluminum Spacers (deep washers): 5/16" diameter round x 1" long aluminum spacers hole for #8 screws. Supple Option: Fastener Superstore part 339508, www.fastenersuperstore.com
11. Aluminum Panel Finish: Manufacturer's standard clear anodized coating.

2.04 MATERIALS

- A. General: Provide sheet metal without pitting, seam marks, roller marks, stains, discolorations, or other imperfections exposed to view on finished units.
- B. Aluminum Sheet: ASTM B209 or ASTM B209M, 5005-H32 minimum; alloy and temper recommended by aluminum producer and finisher for use and finish indicated.
- C. Metal Framing Members - Include all hat channels, C channels, sub-girts, zee-clips, base and sill angles and channels, hat-shaped and rigid channels, and furring channels required for complete installation.
 1. Provide material strength, dimensions, configuration as required to meet the applied loads applied and in compliance with applicable building code.
 2. Paint all sub-framing flat back prior to installing aluminum panels.
- D. Fasteners, General: #8 pan head stainless steel, self-tapping sheet metal screws. Screw drive can be phillips, hex, or square. Provide 1" aluminum spacers for fasteners as shown on details.

2.05 FINISHES

- A. Finishes, General: Comply with NAAMM AMP 500-06.
 1. Complete mechanical finishes before fabrication. After fabrication, finish joints, bends, abrasions and surface blemishes to match sheet.
 2. Protect mechanical finishes on exposed surfaces from damage.
 3. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.
 4. Appearance: Limit variations in appearance of adjacent to one-half the range represented in approved samples. Noticeable variations in the same piece are not acceptable. Install components within the range of approved samples to minimize contrast.
- B. Aluminum Finishes:
 1. Aluminum Finish: natural mill finish, cleaned and free of scratches and imperfections..
- C. Steel Finishes:
 1. All steel sub-framing to be painted flat back prior to installation of panels.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and interfaces with other work.
- B. Verify substrate on-site to determine that conditions are acceptable for product installation in accordance with manufacturer's written instructions.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. Notify Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with erection until unsatisfactory conditions have been corrected.

3.02 INSTALLATION - SHEET METAL AND PLATE FABRICATIONS

- A. Locate and place decorative formed sheet metal items level and plumb; align with adjacent construction. Cut, drill and fit as required to install.
- B. Do not cut or abrade sheet metal finishes that cannot be completely restored in the field. Return such items to manufacturer or fabricator for required alterations and refinishing or provide new items.
- C. Use fasteners as indicated. All fasteners exposed to view to be located in exact alignment and equally spaced. Fastener layout to match panel to panel.

- D. Form consistent width joints with exposed connections accurately fitted together. Provide reveals and openings for sealants and joint fillers indicated.
- E. Corrosion Protection: Apply permanent separation materials on concealed surfaces where metals would otherwise be in direct contact with incompatible substrate materials. Prevent corrosion damage to material and finish.

3.03 INSTALLATION - METAL PANELS

- A. Do not install panels that are defective, including warped, bowed, dented, and broken members, and members with damaged finishes.
- B. Install securely allowing for necessary thermal and structural movement; comply with fabricator's instructions for installation of concealed fasteners.
- C. Do not handle or tool products during erection in manner that damages finish, decreases strength, or results in visual imperfection or failure in performance. Return component parts that require alteration to shop for refabrication, if possible, or for replacement with new parts.
- D. Do not form panels in field unless required by fabricator and approved by the Architect.
- E. Separate dissimilar metals; use gasket fasteners, isolation shims, or isolation tape where needed to eliminate possibility of electrolytic action between metals.
- F. Install square, plumb, straight, and true, accurately fitted, with tight joints and intersections maintaining the following installation tolerances:
 - 1. Variation From Plane or Location: 1/2 inch in 30 feet (12.7 mm in 9.1 m) of length and up to 3/4 inch in 300 feet (19 mm in 91.4 m), maximum.
 - 2. Deviation of Vertical Member From True Line: 1/8 inch in 25 feet (3.2 mm in 7.6 m) run, maximum.
 - 3. Deviation of Horizontal Member From True Line: 1/8 inch in 25 feet (3.2 mm in 7.6 m) run, maximum.
 - 4. Offset From True Alignment Between Two Adjacent Members Abutting End To End, In Line: 1/32 inch (0.8 mm), maximum.
- G. Replace damaged products.

3.04 CLEANING

- A. Restore finishes damaged during installation and construction period. Return items that cannot be refinished in the field to manufacturer or fabricator. Refinish entire unit or provide new units.
- B. Remove protective film after installation of joint sealers, after cleaning of adjacent materials, and immediately prior to completion of work.
- C. Remove temporary coverings and protection of adjacent work areas.
- D. Clean installed products in accordance with manufacturer's instructions.

END OF SECTION

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire treated miscellaneous framing and sheathing.
- B. Fire Treated Concealed wood blocking, nailers, and supports.
- C. Fire Treated Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 05 1200 - Structural Steel Framing: Prefabricated beams and columns for support of wood framing.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- C. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014a.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- E. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.
- F. PS 1 - Structural Plywood; 2009.
- G. PS 20 - American Softwood Lumber Standard; 2015.
- H. WWPA G-5 - Western Lumber Grading Rules; 2011.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

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. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
 - 4. All nailer, blocking, backer panels to be fire-treated.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Western Wood Products Association; WWPA G-5.

- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Fire Treated Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch (19 mm) thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
- B. Other Applications:
 - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 - 3. Other Locations: PS 1, C-D Plugged or better.
 - 4. All panels to be fire treated.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- B. Subfloor Adhesives: Waterproof, air cure type, cartridge dispensed.
- C. Building Paper: Water resistant Kraft paper.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 - 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

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. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- C. Provide the following specific non-structural framing and blocking:
 - 1. Cabinets and shelf supports.

2. Wall brackets.
3. Handrails.
4. Grab bars.
5. Towel and bath accessories.
6. Wall-mounted door stops.
7. Chalkboards and marker boards.
8. Wall paneling and trim.

3.04 INSTALLATION OF CONSTRUCTION PANELS

- A. Underlayment: Secure to subflooring with nails and glue.
 1. Place building paper between floor underlayment and subflooring.
- B. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches (610 mm) on center on all edges and into studs in field of board.
 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.

END OF SECTION

SECTION 06 2000
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Bamboo wall panels and molding.
- C. 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 of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. ANSI A208.1 - American National Standard for Particleboard; 2009.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- D. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.0; 2016.
- E. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; 2016.
- F. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- G. NHLA G-101 - Rules for the Measurement & Inspection of Hardwood & Cypress; 2011.
- H. PS 1 - Structural Plywood; 2009.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit product data on material.
- C. Shop Drawings: Indicate panel layout, materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Provide the information required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- D. Samples: Submit two samples of finish bamboo plywood, 6 inches x 6 inches in size illustrating wood grain and specified finish.

1.05 PRE-INSTALLATION MEETING

- A. GC to coordinate with Architect in the field layout and extents of wall panels and ceiling boards prior to work commencing.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Panels are to be delivery to project site in original packaging in advance of installation to allow sufficient acclimatization to site conditions.
- B. Panels must be stored in original packaging in conditioned space where HVAC systems are operation and controlling storage site temperature and humidity.

1.07 WARRANTY

- A. Warranty for Plyboo bamboo panels: 5 years.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Premium Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Interior Woodwork Items:
 - 1. Bamboo Wall panels and trim.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

2.03 SHEET MATERIALS

- A. Architectural Bamboo Plywood
 - 1. Manufacturer: Smith & Fong Company; www.plyboo.com
 - 2. Species: 100% Bamboo
 - 3. Location: Wall & Column Panels
 - 4. Size - Standard field panels: Three-quarter inch (3/4") thick 3-ply lamination. Reveal backer panels: One-half inch (1/2") for reveal backer panels.
 - a. Amber Edge Grain
 - b. "Fog" stained for reveal backer panels
 - 5. Finished: one side
 - 6. Installation: vertical grain.
- B. Particleboard: ANSI A208.1; Composed of wood chips, sawdust, or flakes of medium density, made with waterproof resin binders; of grade to suit application; sanded faces.

2.04 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; galvanized finish in concealed locations and ALUMINUM finish in exposed locations.
- C. Concealed Joint Fasteners: Threaded steel.

2.05 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. All exposed corner joints to be assembled without exposed fasteners, shop fabricate corners with biscuit joiners as required for solid assembly.
- C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.06 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws. Only use nails where absolutely required. Standard corner joints to be biscuit joined or otherwise joined in a non-exposed fastener method.
- 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)
 - 1. Transparent:
 - a. System - 12, Polyurethane, Water-based.
 - b. Sheen: Flat.
 - 2. Stain Finish
 - a. Stain finish to be applied to reveal backer panels only. Stain color to "darken" wood to deep walnut finish. Provide finish samples for selection.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Install bamboo panels in accordance with manufacturer's installation guidelines.
- C. Set and secure materials and components in place, plumb and level.
- D. 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.

3.03 PROTECTION

- A. Cover bamboo with suitable covering. Do not use a non-breathable sheet or film. Maintain covering throughout remainder of construction.

3.04 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 06 6100
CAST POLYMER FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cast plastic Chair rails.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate dimensions, thicknesses, required clearances, tolerances, materials, colors, finishes, fabrication details, field jointing, adjacent construction, design load parameters, methods of support, integration of plumbing components, and anchorages.
- C. Product Data: Provide data on specified component products, electrical characteristics and connection requirements.
- D. Samples: Submit two samples representative of Chair Rail, 4 inches x 4 inches in size, illustrating color, texture, and finish.
- E. Maintenance Data: Indicate list of approved cleaning materials and procedures required; list of substances that are harmful to the component materials.

1.03 QUALITY ASSURANCE

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

1.04 WARRANTY

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Cast Plastic Fabrications: Corian by DuPont, www.corian.com

2.02 MATERIALS

- A. Chair Rails:
 - 1. 1/2" thick x 10" high section x 12 foot lengths. No joints allowed in sections shorter than 12 feet.
 - 2. Corners to be square with very slight "ease" to remove sharpness.
 - 3. Biscuit or other wise join panels at joints
 - 4. Color: Anthracite

2.03 FABRICATION

- A. Fabricate components by mold to achieve shape and configuration.
- B. Square corners and edges with very slight "ease" to remove sharpness.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joint preparation and affected dimensions are acceptable.
- B. Prep wall by removing any high spots and filling low spots.

3.02 INSTALLATION

- A. Install components in accordance with shop drawings and manufacturer's instructions.
- B. Align work plumb and level.
- C. Rigidly anchor to substrate to prevent misalignment.
- D. Adhere rails in place with adhesive recommended by manufacturer.

E. Caulk along top and bottom edges of panel to wall joint. Caulk color to match rail material color.

END OF SECTION

SECTION 07 9005
JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Precompressed foam sealers.
- C. Hollow gaskets.

1.02 RELATED REQUIREMENTS

- A. Section 08 8000 - Glazing: Glazing sealants and accessories.
- B. Section 09 2116 - Gypsum Board Assemblies: Acoustic sealant.
- C. Section 09 3000 - Tiling: Sealant used as tile grout.

1.03 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- E. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell); 2005 (Reapproved 2011).
- F. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015.
- G. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics.

1.05 FIELD CONDITIONS

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

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Gunnable and Pourable Sealants:
 - 1. Adhesives Technology Corporation: www.atc.ws.
 - 2. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com/#sle.
 - 3. Bostik Inc: www.bostik-us.com/#sle.
 - 4. ARDEX Engineered Cements: www.ardexamericas.com/#sle.
 - 5. Dow Corning Corporation: www.dowcorning.com/#sle.
 - 6. Hilti, Inc: www.us.hilti.com/#sle.
 - 7. Tremco Global Sealants: www.tremcosealants.com/#sle.
 - 8. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 - 9. Sika Corporation: www.usa-sika.com/#sle.
 - 10. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SEALANTS

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25 minimum; Uses M, G, and A; single component.
 - 1. Color: Match adjacent finished surfaces.
 - 2. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
- C. Exterior Expansion Joint Sealer: Precompressed foam sealer; urethane with water-repellent;
 - 1. Face color: Match exterior product color.
 - 2. Size as required to provide weathertight seal when installed.
 - 3. Provide product recommended by manufacturer for traffic-bearing use.
 - 4. Applications: Use for:
 - a. Exterior wall expansion joints.
- D. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
 - 1. Applications: Use for:
 - a. Concealed sealant bead in sheet metal work.
 - b. Concealed sealant bead in siding overlaps.
- E. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Color: To be selected by Architect from manufacturer's full range.
 - 2. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
- F. Bathtub/Tile Sealant: White silicone; ASTM C920, Uses I, M and A; single component, mildew resistant.
 - 1. Applications: Use for:
 - a. Joints between plumbing fixtures and floor and wall surfaces.
 - b. Joints between kitchen and bath countertops and wall surfaces.
- G. Acoustical Sealant for Concealed Locations: Permanently tacky non-hardening butyl sealant.
 - 1. Composition: Permanently tacky non-hardening butyl sealant.
 - 2. Applications: Use for concealed locations only:
 - a. Sealant bead between top stud runner and structure and between bottom stud track and floor.
- H. Concrete Floor Joint Filler: Self-leveling, pourable, semi-rigid sealant intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.
 - 1. Composition: Single or multi-part, 100 percent solids by weight.
 - 2. Hardness: 85 after 7 days, when tested in accordance with ASTM D2240 Shore A.
 - 3. Color: To be selected by Architect from manufacturer's standard colors.
 - 4. Joint Width: 1/8 inch (3 mm).
 - 5. Applications: Use for:
 - a. Control joints in concrete slabs and floors not filled with filler placed in form.
 - b. joints in concrete slabs and floors.
- I. Concrete Paving Joint Sealant: Polyurethane, self-leveling; ASTM C920, Class 25, Uses T, I, M and A; single component.
 - 1. Color: Color as selected.

2. Applications: Use for:
 - a. Joints in sidewalks and vehicular paving.

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.
- H. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch (3 to 6 mm) below adjoining surface.
- I. Concrete Floor Joint Filler: Install concrete floor joint filler per manufacturer's written instructions. After floor joint filler is fully cured, shave joint filler flush with top of concrete slab.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

SECTION 08 1213
HOLLOW METAL FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire-rated hollow metal frames for non-hollow metal doors.
- B. Fire rated window frames for borrowed lites between classroom and hallway.
- C. Interior glazed borrowed lite frames.
- D. Glazing for interior borrowed lites and doors.

1.02 RELATED REQUIREMENTS

- A. Section 08 1416 - Flush Wood Doors: Non-hollow metal door for hollow metal frames.
- B. Section 08 7100 - Door Hardware: Hardware, silencers, and weatherstripping.
- C. Section 08 8000 - Glazing: Glazed borrowed lites.
- D. Section 09 9123 - Interior Painting: Field painting.

1.03 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ANSI/SDI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Coatings for Steel Doors and Frames; 2007 (R2011).
- C. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2011.
- D. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames; 2003 (R2009).
- E. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.
- F. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.
- G. 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 A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2016.
- I. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2015.
- J. ASTM E119: Methods for Fire Tests of building construction materials
- K. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2014.
- L. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2009.
- M. ITS (DIR) - Directory of Listed Products; current edition.
- N. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.
- O. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.
- P. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; 2007.
- Q. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; 2006.
- R. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2016.
- S. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; 2012.

- T. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames; 2013.
- U. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with applicable requirements and in compliance with standards and/or custom guidelines as indicated.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Frames with Integral Casings:
 - 1. Ceco Door, an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 - 2. Curries, an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 - 3. Republic Doors, an Allegion brand; _____: www.republicdoor.com/#sle.
 - 4. Steelcraft, an Allegion brand; _____: www.allegion.com/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Metal Framed Fire Rated Interior Windows:
 - 1. Frame System: Fireframes heat Barrier Series" fire rated frame system as manufactured by Technical Glass Products. www.fireglass.com. email: sales@fireglass.com
 - 2. Glass System: Pilkington Pyrostop fire rated glazing as manufactured by Pilkington Group and distribute by Technical Glass Products. www.fireglass.com.

2.02 DESIGN CRITERIA

- A. Door Frame Type: Provide hollow metal door frames with integral casings.
- B. Steel used for fabrication of frames shall comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, Commercial Steel (CS) Type B for each.
- C. Accessibility: Comply with ICC A117.1 and ADA Standards.
- D. Glazed Lights: Fire Rated, 60 minutes, Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturers standard.
- E. Hardware Preparations, Selections and Locations: Comply with BHMA A156.115, NAAMM HMMA 830, NAAMM HMMA 831 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- F. Transom Bars: Fixed, of profile same as jamb and head.
- G. Frames for Interior Glazing or Borrowed Lites: Construction and face dimensions to match door frames, and as indicated on drawings.

- H. Frames Wider than 48 Inch (1219 mm): Reinforce with steel channel fitted tightly into head of frame, flush with top.

2.03 HOLLOW METAL DOOR FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Interior Door Frames, Fire Rated: Full profile/continuously welded type.
 - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 2 - Heavy-duty.
 - b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Frame Metal Thickness: 18 gage, 0.042 inch (1.0 mm), minimum.
 - d. Fire Rating: 45 minutes
 - e. Glazing: clear fire rated glazing as required (no wire glass).
 - 2. Frame Finish: Factory primed and field finished.
- C. Fire-Rated Window Frames:
 - 1. Fire Rating: 1 hour, tested in accordance with UL 263, NFPA 251. System to comply with NFPA 80 and ASTM E-119. System must be rated to be equal to fire rated wall system including hose stream test.
 - 2. Steel profiled formed tubing permanently jointed with steel bolts.
 - 3. Insulation: insulate framing system against effects of fire, smoke and heat transfer from either side. Insulate profiled steel tubing using a shell construction that incorporates Promatect-H intermediate interlayer.
 - 4. Glazing Bead: Extruded steel beads as required by manufacturer.
 - 5. Glazing accessories: Set glazing with calcium silicate or setting blocks.
 - 6. Glazing: Pilkington Pyrostop 60-101.
 - a. Fire rating: 60 minutes
 - b. Glazing type: single
 - c. Thickness: 7/8"
 - d. Light transmission: 87%
 - 7. Provide units listed and labeled by ITS (DIR) or UL (DIR).
 - a. Attach fire rating label to each fire rated unit.
 - 8. Frame Finish: Factory finished.

2.04 ACCESSORIES

- A. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- B. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.
- C. Decorative glazing film: Decorative Films SH2GMR MARE "frosted glass" look.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

- A. Install frames in accordance with manufacturer's instructions and related requirements of specified frame standards or custom guidelines indicated.
- B. Install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.
- D. Comply with glazing installation requirements of Section 08 8000.

- E. Install door hardware as specified in Section 08 7100.
- F. Coordinate installation of electrical connections to electrical hardware items.

3.03 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Maximum Diagonal Distortion: 1/16 inch (1.6 mm) measured with straight edges, crossed corner to corner.

3.04 SCHEDULE

- A. Refer to Door and Frame Schedule on the drawings.

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; fire-rated.

1.02 RELATED REQUIREMENTS

- A. Section 08 1213 - Hollow Metal Frames.
- B. Section 08 7100 - Door Hardware.
- C. Section 08 8000 - Glazing.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.0; 2016.
- C. ICC (IBC) - International Building Code; 2015.
- D. ITS (DIR) - Directory of Listed Products; current edition.
- E. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2016.
- F. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- G. 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.
 - 1. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- D. Specimen warranty.
- E. Samples: Submit two samples of door veneer, 6 x 6 inch in size illustrating wood grain, stain, color, and sheen.
- F. Warranty, executed in Owner's name.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three 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:
 - 1. Eggers Industries: www.eggersindustries.com.
 - 2. Graham Wood Doors; Premium: www.assaabloywooddoors.com.
 - 3. VT Industries; www.vtindustries.com
 - 4. 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, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
 - 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. Wood veneer facing for field transparent finish as indicated on drawings.

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.
- B. Sound-Rated Doors: Equivalent to type, with particleboard core (PC) construction as required to achieve STC rating specified; plies and faces as indicated above.

2.04 DOOR FACINGS

- A. Veneer Facing for Transparent Finish: Oak, veneer grade in accordance with quality standard indicated, Plain Sliced. Field finish to match existing doors.
 - 1. "Pair Match" each pair of doors; "Set Match" pairs of doors within 10 feet (3 m) of each other when doors are closed.
- B. Facing Adhesive: Type I - waterproof.

2.05 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- C. 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.
- D. Provide edge clearances in accordance with the quality standard specified.

2.06 FIELD FINISHING - WOOD VENEER DOORS

- A. 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. Stain: as required to match existing doors. Existing doors "natural" oak look.
 - b. 2 coats pre-catalyzed Lacquer
 - c. Sheen: Satin.

2.07 ACCESSORIES

- A. Hollow Metal Door Frames: As specified in Section 08 1113.
- B. Glazing: As specified in Section 08 8000.
- C. Glazing Stops: Wood, of same species as door facing, mitered corners; prepared for countersink style tamper proof screws.
- D. Door Hardware: As specified in Section 08 7100.

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. Comply with specified quality standard for fit and clearance tolerances.
- B. Comply with 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 3100
ACCESS DOORS AND PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Ceiling access door and frame units for fire damper access.

1.02 REFERENCE STANDARDS

- A. ITS (DIR) - Directory of Listed Products; current edition.
- B. UL (FRD) - Fire Resistance Directory; current edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
- C. Shop Drawings: Indicate exact position of each access door and/or panel unit.

PART 2 PRODUCTS

2.01 ACCESS DOORS AND PANELS ASSEMBLIES

- A. Ceiling-Mounted Units:
 - 1. Material: Steel.
 - 2. Size - Other Ceilings: 12 inch by 12 inch (305 mm by 305 mm).
 - 3. Door/Panel: Hinged, standard duty, with tool-operated spring or cam lock and no handle.

2.02 WALL AND CEILING MOUNTED UNITS

- A. Manufacturers:
 - 1. ACUDOR Products Inc: www.acudor.com/#sle.
 - 2. Cendrex, Inc: www.cendrex.com/#sle.
 - 3. Nystrom, Inc; _____: www.nystrom.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Ceiling-Mounted Units: Factory fabricated door and frame, fully assembled units with corner joints welded, filled and ground flush; square and without rack or warp; coordinate requirements with type of installation assembly being used for each unit.
 - 1. Style: Exposed frame with door surface flush with frame surface.
 - a. Gypsum Board Mounting Criteria: Use drywall bead type frame.
 - 2. Door Style: Single thickness with rolled or turned in edges.
 - 3. Frames: 16 gage, 0.0598 inch (1.52 mm), minimum thickness.
 - 4. Steel Finish: Primed.
 - 5. Primed and Factory Finish: Polyester powder coat; color white.
 - 6. Hardware:
 - a. Hinges for Non-Fire-Rated Units: Concealed, constant force closure spring type.
 - b. Latch/Lock: Screw driver slot for quarter turn cam latch.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that rough openings are correctly sized and located.

3.02 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Install frames plumb and level in openings, and secure units rigidly in place.
- C. Position units to provide convenient access to concealed equipment when necessary.

3.03 SCHEDULE: PROVIDE ONE ACCESS PANEL AT EACH OF TWO (2) FIRE DAMPER LOCATIONS FOR BASE-BID GYPSUM BOARD SOFFITS.

END OF SECTION

**SECTION 08 7100
DOOR HARDWARE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for wood doors.
- B. Hardware for fire-rated doors.
- C. Weatherstripping, seals and door gaskets.

1.02 DESCRIPTION OF WORK

- A. Definition: "Finish Hardware" includes items known commercially as finish hardware which are required for swing, sliding and folding doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame.
- B. Extent of finish hardware required is indicated on drawings and in schedule.
- C. Types of finish hardware required include the following:
 - 1. Butt Hinges.
 - 2. Lock Cylinders and Keys.
 - 3. Exit Devices
 - 4. Door Closers.

1.03 RELATED REQUIREMENTS

- A. Section 08 1113 - Hollow Metal Doors and Frames.
- B. Section 08 1416 - Flush Wood Doors.
- C. Section 08 4313 - Aluminum-Framed Storefronts: Hardware for same except cylinders; installation of cylinders.
- D. Section 08 4413 - Glazed Aluminum Curtain Walls: Hardware for integral doors and frames except lock cylinders; installation of cylinders.

1.04 QUALITY ASSURANCE

- A. Manufacturer: Obtain each type of hardware (latch and locksets) from a single manufacturer.
- B. Supplier: A recognized architectural finish hardware supplier, with warehousing facilities, who have been furnishing hardware in the projects vicinity for a period of not less than 2 years and who is, or who employs an experienced architectural hardware consultant who is available, at reasonable times during the course of the work, for consultation about projects hardware requirements, to Owner, Architect or Contractor.
- C. Fire-Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA Standard 80 and local building code requirements. Provide only hardware which has been tested and listed by UL or an approved testing agency for types and sizes of doors required and complies with requirements of door and door frame labels.
- D. Where emergency exit devices are required on fire-rated doors (with supplementary marking on doors with labels indicating "Fire Door to be Equipped with Fire Exit Hardware" provide labels on exit devices indicating "Fire Exit Hardware".
- E. The supplier shall be responsible to field check existing openings for proper application of sizes and strikes for all openings.

1.05 REFERENCE STANDARDS

- A. BHMA A156.1 - American National Standard for Butts and Hinges; 2013.
- B. BHMA A156.3 - American National Standard for Exit Devices; 2014.
- C. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems, Builders Hardware Manufacturers Association; 2012.
- D. BHMA A156.115W - Hardware Preparation in Wood Doors with Wood or Steel Frames; 2006.

- E. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2016.
- F. NFPA 101 - Life Safety Code; 2015.
- G. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

1.06 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Hardware Schedule: Submit final hardware schedule in a vertical format as recognized by the Door and Hardware Institute (DHI). Horizontal schedule format will not be accepted. Coordinate hardware with doors, frames and related work to ensure proper size, thickness, hand, function and finish hardware.
 - 1. Final Hardware Schedule Content: Based on finish hardware indicated, organize hardware schedule into "hardware sets" indicating complete designations of every item required for each door opening. Include the following information:
 - a. Type, style, function, size and finish of each hardware item.
 - b. Name and manufacturer of each item.
 - c. Fastening and other pertinent information.
 - d. Index to include location of hardware set cross-referenced to indications on drawings both on floor plans and in door and frame schedule.
 - e. Explanation of all abbreviations, symbols, codes contained in schedule.
 - f. Mounting location for hardware.
 - g. Door and frame size and materials.
 - h. Keying information.
- C. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.
- D. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Montana State University name and registered with manufacturer.

1.07 PRODUCT HANDLING

- A. Tag each item or package separately with identification related to final hardware schedule and include basic installation instructions with each type or package.
- B. Inventory hardware jointly with representatives of hardware installer until each is satisfied that count is correct.
- C. Deliver individually packaged hardware items at the proper times to the proper locations for installation.
- D. Provide secure lock-up for hardware delivered to the project but not yet installed.

1.08 "OR EQUAL" PROVISION

- A. The contractor shall be responsible for supplying the primary product listed as the quality standard or model, which is equal to the primary specified model in regards to specified function, quality, finish, sizes, accessories, options, durability, warranty, parts availability and listing approvals. If it is determined by the Architect at anytime during bidding, construction or installation and prior to final acceptance that the equal model submitted by the contractor is not equal to the primary specified model, the contractor shall assume all costs to replace the model submitted, with an approved equal submitted.
- B. The bidders shall submit a list in their bids providing manufacturer and model for all equipment in this section, which they propose to provide. The Architect will determine if the items proposed meet the quality standards set by the specification.

PART 2 PRODUCTS

2.01 SCHEDULED HARDWARE

- A. Requirements for design, grade, function, finish, size and other distinctive qualities of each type of finish hardware is indicated in the Finish Hardware Data Sheet and Hardware Schedule at the

end of this section. Products are identified by using hardware designation numbers of the following:

1. Manufacturer's Product Designation:
 - a. Butt Hinges: McKinney, Stanley or Hager
 - b. Continuous Hinges: Hager
 - c. Locksets: Schlage
 - d. Exit Devices: Von Duprin
 - e. Closers: LCN
 - f. Overhead Holders: Glynn-johnson
 - g. Kickplates: Ives
 - h. Floor/Wall Stops: Ives
 - i. Threshold/Weatherstrip: National Guard Products, Pemko

2.02 MATERIALS AND FABRICATION

- A. MSU General Requirements:
 1. All lockset will be of lever type
 2. Shape of lever shall be easy to grasp with one hand and not require tight grasping, tight pinching, or twisting of wrist.
 3. Provide each lockset with a curved lip strike 4 7/8" X 1 1/8" conform to ANSI A115.2. Finish shall match.
 4. Provide locks and cylinders that will accept the small format 7 pin Medeco Keymark X4 interchangeable cores. For room remodels, match the existing keys system in the room. If during a room renovation you need to re-key the entire building, then Provide locks and cylinders that will accept the small format 7 pin Medeco Keymark X4 interchangeable cores.
 5. Hardware supplier and/or Contractor to supply and install construction cores that will fit into the permanent locks and/or cylinders
 6. Contractor will supply to Montana State University (MSU) Locksmith shop with a copy of the construction core master and core key.
 7. Contractor will supply 3 keys per permanent core to be cut as directed by the MSU Locksmith Shop and to be delivered to the MSU Locksmith.
 8. Contractor will turn over to MSU locksmith shop throw member for installed locks/cylinders.
 9. Provide small format 7 pin Medeco Keymark X4 interchangeable permanent cores pinned as specified by Montana State University Locksmith shop.
 10. Cores are to shipped to Montana State University Locksmith Shop.
 11. Mounted at the appropriate height per ADA.
 12. Montana State University Locksmith is to install permanent cores.
 13. Electrified locks and exit devices shall be preferred over electric strikes. Electrified locks afford better security than electric strikes and this type of hardware allows for greater flexibility when making functional changes to openings in the future.
 14. All door/hardware/electrical equipment must be accessible (i.e. The lock power supply must be accessible and the door to power supply must be accessible and allow the door to fully open.)
 15. Exit devices outside trim to be equipped with levers.
 16. All Hardware is to be installed per manufacturer's specifications.

2.03 HINGES, BUTT

- A. Are to be a minimum of three ball bearing butt.
- B. Are to be at least 4.5x4.5.
- C. Hinges on outside door are to be a non-removable pin.
- D. Aluminum doors to use a Heavy duty concealed geared continuous hinge.
- E. No pivots are to be used on aluminum doors.
- F. Acceptable Manufacturers:

1. Stanley
2. McKinney
3. Hager

2.04 CYLINDRICAL LOCKSET

- A. Lockset must be extra heavy-duty.
- B. Backset 2 ¾ inch or greater as need to accommodate frame , door or other hardware, with a 9/16 inch throw latch bolt.
- C. Lockset provide for 7 pin interchangeable core for the Medeco Keymark X4.
- D. Lockset to have solid shank with no opening for access to keyed lever keeper.
- E. Keyed lever to be removable only after core is removed by authorized control key, to allow access to lever keeper.
- F. Lockset and latches must conform to ANSI A156.2 Series 4000, Grade 1, and be UL listed.
- G. All locksets shall be provided with a lever as per American Disabilities Act (ADA) requirements.
 1. **Preferred:** Best 9K3 Series, 15D Trim.
 2. **Preferred alternative:** Schlage ND Series, Rhodes Trim

2.05 CYLINDER

- A. Are to accept the small format 7 pin Medeco Keymark X4 interchangeable core.
- B. Are to have the proper tailpiece or cam for correct operation of lock.
 1. **Preferred:** Best Cylinder.
 2. **Preferred Alternative:** Medeco Keymark, Arrow, Falcon

2.06 CLOSERS AND DOOR CONTROL DEVICES

- A. General Requirements:
 1. All manual closers shall carry a manufacturers ten (10) year warranty.
 2. All closers with electrical components shall carry a manufacturers two (2) year warranty.
 3. Fully hydraulic, rack and pinion action with high strength cast iron cylinders and one piece forged steel pistons.
 4. Fluid of a type requiring no seasonal adjustments.
 5. Hydraulic regulation controlled by tamper-proof, non-critical screw valves, adjustable with a hex wrench.
 6. Separate adjustments for backcheck, general speed, and latch speed.
 7. Closing power of non-sized cylinders shall be adjustable over a range of sizes.
 8. All closers for openings that must meet the minimum requirements of the ADA act.
 9. All manual closers shall provide or be adjustable to less than 5 pounds opening force on a 36" door leaf and delay closing time in accordance with the ADA.
 10. All automatic operator systems shall include the following features and functions.
 - a. Provisions for separate conduits to carry high and low voltage wiring in compliance with the National Electrical Code, section 725-31.
 - b. The operator will be designed to prevent damage to the mechanism if the system is actuated while the door is latched or if the door is forced closed during the opening cycle.
 11. Installation shall be in accordance with the templates and installation instructions packaged with the closers at the time of manufacture.
 12. Installation shall be made with fasteners packaged with the closer by the manufacturer.
 13. All electrical connections shall be made in accordance with the manufacturer's recommendations.
 14. Clean installed closer to remove dirt, debris, and marks incidental to installation work.
 15. Installation instructions, service manual and templates are to be turned over to the MSU Locksmith Shop upon completion of the installation work.
 16. Install and regulate all closers in accordance with the installation instructions packaged with the closers at the time of manufacture.

- a. **Preferred:** LCN 4040XP
 - b. **Preferred Alternative:** Stanley ODC 100 Series
- B. All electrohydraulic automatic operators shall include the following features or functions:
- 1. Low-speed and low energy movement of the door leaf, making safety pads and/or guard rails unnecessary.
 - 2. Manual operation of the door without power assistance, permitting the continued use of the door in the event the operator mechanism fails.
 - 3. Second Chance Feature: When an obstruction or resistance to the opening swing is encountered the operator will pause at that point, and then attempt to continue opening the door. If the obstruction or resistance remains, the operator will again pause the door.
 - 4. Easily accessible main power and maintain hold-open switches will be provided on the operator.
 - 5. An electronically controlled clutch to provide adjustable opening force.
 - 6. A microprocessor to control all motor and clutch functions.
 - 7. An on-board power supply capable of delivering both 12VDC and 24VDC outputs up to a maximum of 1.0 amps combined load.
 - 8. All input and outputs power wiring shall be protected by a resettable circuit breaker.
 - a. **Preferred:** LCN 4640 Series
 - b. **Preferred Alternative:** Stanley D-4990

2.07 EXIT DEVICES

- A. Provide Exposed rod type device.
- B. Devices are to be non-handed.
- C. Provide keyed lever trim.
- D. Provide heavy duty ANSI grade 1 devices.
- E. Non-electric devices must be able to be field-converted on-site to electric operation by simply adding a new base assembly.
- F. Install according to manufactures instructions.
 - 1. **Preferred:** Von Duprin 99.
 - 2. **Preferred Alternative:** Precision Apex.

2.08 WEATHERSTRIP AND GASKETING

- A. General: Except as otherwise indicated, provide continuous weather stripping at each leaf of every exterior door. Provide type, sizes and profiles shown or scheduled. Provide non-corrosive fasteners as recommended by manufacturer for application indicated.
- B. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips is easily replaceable and readily available from stocks maintained by the manufacturer.
- C. Acceptable Manufacturer;
 - 1. Pemko
 - 2. National Guard Products
 - 3. Zero

2.09 THRESHOLD

- A. General: Except as otherwise indicated provide standard aluminum threshold unit of type, size and profile as shown or detailed.
- B. Provide welded custom thresholds where scheduled and noted in the hardware sets. Provide cover plate where scheduled.
- C. Provide thresholds that are 1" wider than depth of frame.
- D. Acceptable Manufacturers:
 - 1. National Guard Products
 - 2. Pemko
 - 3. Zero

2.10 DOOR SILENCERS

- A. All hollow metal door frames shall have a grey resilient type silencers. Quantity (3) on single door and quantity of (2) on pairs of door.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive work; labeled, fire-rated doors and frames are present and properly installed, and dimensions are as indicated on shop drawings.
- B. Verify that electric power is available to power operated devices and of the correct characteristics.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Mounting heights for hardware from finished floor to center line of hardware item.

3.03 ADJUSTING

- A. Adjust work under provisions of Section 01 7000.
- B. Adjust hardware for smooth operation.

3.04 SCHEDULE - ATTACHED

END OF SECTION

SECTION 08 8000

GLAZING

PART 1 GENERAL

1.01 SEE SECTION 08 1213 FOR GLAZING IN DOOR AND BORROWED LITES

1.02 RELATED REQUIREMENTS

- A. Section 08 1213 - Hollow Metal Frames: Glazed borrowed lites.
- B. Section 08 1416 - Flush Wood Doors: Glazed lites in doors.

END OF SECTION

SECTION 09 0561

COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section applies to floors identified in contract documents that are receiving the following types of floor coverings:
 - 1. Carpet tile.
- B. Removal of existing floor coverings.
- C. Preparation of new and existing concrete floor slabs for installation of floor coverings.

1.02 RELATED REQUIREMENTS

- A. Hazardous materials report by Environmental Solutions.
- B. Hazardous materials abatement specifications.
- C. Section 01 7419 - Construction Waste Management and Disposal: Handling of existing floor coverings removed.

1.03 REFERENCE STANDARDS

- A. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2017.
- B. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2017.
- C. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2011.

1.04 SUBMITTALS

- A. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
 - 1. Moisture and alkalinity (pH) limits and test methods.
 - 2. Manufacturer's required bond/compatibility test procedure.
- B. Adhesive Bond and Compatibility Test Report.
- C. Copy of RFCI (RWP).

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

- A. Review hazardous materials report and abatement specifications to assure compliance with abatement requirements.
- B. Perform following operations in the order indicated:
 - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
 - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
 - b. Removal of existing floor covering.
 - 2. Preliminary cleaning.
 - 3. Specified remediation, if required.
 - 4. Patching, smoothing, and leveling, as required.
 - 5. Other preparation specified.

6. Adhesive bond and compatibility test.
7. Protection.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS

- A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 ADHESIVE BOND AND COMPATIBILITY TESTING

- A. Comply with requirements and recommendations of floor covering manufacturer.

3.04 APPLICATION OF REMEDIAL FLOOR COATING

- A. Comply with requirements and recommendations of coating manufacturer.

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. Metal channel ceiling framing.
- D. Acoustic insulation.
- E. Gypsum sheathing.
- F. Gypsum wallboard.
- G. Joint treatment and accessories.
- H. Water-resistive barrier over exterior wall sheathing.

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: Building framing and sheathing.
- C. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.
- D. Section 07 2100 - Thermal Insulation: Acoustic insulation.
- E. Section 07 2500 - Weather Barriers: Water-resistive barrier over sheathing.
- F. Section 09 2216 - Non-Structural Metal 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.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- D. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2014).
- E. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- F. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- G. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2017.
- H. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2017.
- I. 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.
- J. 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.
- K. ASTM C1280 - Standard Specification for Application of Exterior Gypsum Panel Products for Use as Sheathing; 2013a.
- L. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014a.
- M. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009 (Reapproved 2016).
- N. ASTM E413 - Classification for Rating Sound Insulation; 2016.

- O. GA-216 - Application and Finishing of Gypsum Board; 2016.
- P. GA-600 - Fire Resistance Design Manual; 2015.
- Q. UL (FRD) - Fire Resistance Directory; current edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate special details associated with fireproofing and acoustic seals.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.

1.05 QUALITY ASSURANCE

- A. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire rated assemblies.
 - 1. Maintain one copy of all installation standards at project site.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Environmental Conditions: Establish and maintain environmental conditions for application and finishing gypsum board to comply with ASTM C 840 and with gypsum board manufacturer's recommendations.
- B. Minimum Room Temperature: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 degrees F, for adhesive attachment and finishing of gypsum board maintain not less than 50 degrees F, for 48 hours prior to application and continuously thereafter until drying is complete.
- C. Ventilate building space to remove water not required for drying joint treatment materials. Avoid drafts during dry, hot weather to prevent materials from drying too rapidly.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Manufacturers:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. G-P Gypsum Corporation: www.gp.com.
 - 3. National Gypsum Company: www.nationalgypsum.com.
 - 4. USG: www.usg.com.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- C. 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.
- D. Fire Rated Assemblies: Provide completed assemblies with the following characteristics:
 - 1. At Assemblies Indicated with Fire Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X.
 - 2. Thickness: 5/8 inch.
 - 3. Edges: Tapered.
- E. Ceiling Board: Special sag-resistant type.
 - 1. Application: Ceilings unless otherwise indicated.
 - 2. Core Type: Type X.
 - 3. Thickness: 5/8 inch.
 - 4. Edges: Tapered.
- F. Water-Resistant Gypsum Backing Board: ASTM C 1396/C 1396M: ends square cut.
 - 1. Application: Ceilings in bathrooms.
 - 2. Core Type: Type X.

3. Thickness: 5/8 inch.
 4. Edges: Tapered.
- G. Gypsum Backing Board for Multi-Layer Application: ASTM C 442/ASTM C 1396 or where backing board is not available from manufacturer, gypsum wall board, ASTM C 1396, of type edge configuration and thickness indicated below, in maximum lengths available to minimize end-to-end joints.
- H. Glass-Mat Gypsum Sheathing Board: ASTM C 1396/C 1396M, moisture resistant type; sizes to minimize joints in place: fiberglass mat laminated to both sides and with manufacturer's standard edges; ends square cut.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Georgia-Pacific Gypsum; "DensGlass Sheathing" or comparable product by one of the following:
 - a. CertainTeed Corp.
 - b. National Gypsum Company.
 - c. USG Corporation.
 2. Application: Exterior Sheathing, unless otherwise indicated.
 - a. Core Type: Regular and Type X, as indicated.
 - b. Thickness: 1/2 inch.
 - c. Edges: Square, for vertical application.

2.02 GYPSUM WALLBOARD ACCESSORIES

- A. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- B. Acoustic Insulation: As specified in Section 09 8311.
- C. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- D. Water-Resistive Barrier: As specified in Section 07 2500.
- E. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
- F. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- G. 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.
- H. 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.

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. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
 1. Laterally brace entire suspension system.
- C. Studs: Space studs at 16 inches on center (at 406 mm on center).
 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
 3. 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.

- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Standard Wall Furring: Install at concrete walls scheduled to receive gypsum board, not more than 4 inches (100 mm) from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 24 inches (600 mm) on center.
 - 1. Orientation: Horizontal.
 - 2. Spacing: As indicated.
- F. Blocking: Install wood blocking for support of:
 - 1. Framed openings.
 - 2. Wall mounted cabinets.
 - 3. Plumbing fixtures.
 - 4. Toilet partitions.
 - 5. Toilet accessories.
 - 6. 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 one bead 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.
- 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 glass mat faced gypsum board at exterior walls and at other locations as indicated. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- D. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- E. Exterior Sheathing: Comply with ASTM C1280. Install sheathing vertically, with edges butted tight and ends occurring over firm bearing.
- F. Exterior Soffits: Install exterior soffit board perpendicular to framing, with staggered end joints over framing members or other solid backing.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet (10 meters) apart on walls and ceilings 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 5: All walls and ceilings exposed to view
 - 2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.

3. Level 1: Fire rated 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).
 2. Taping, filling and sanding is not required at base layer of double layer applications.
- C. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

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 2216
NON-STRUCTURAL METAL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal partition, ceiling, and soffit framing.
- B. Framing accessories.

1.02 RELATED REQUIREMENTS

- A. Section 05 4000 - Cold-Formed Metal Framing: Structural load bearing metal stud framing and Exterior wall stud framing.
- B. Section 06 1000 - Rough Carpentry: Wood blocking within stud framing.
- C. Section 07 2100 - Thermal Insulation: Acoustic insulation.
- D. Section 09 2116 - Gypsum Board Assemblies: Metal studs for gypsum board partition framing.

1.03 REFERENCE STANDARDS

- A. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- B. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2017.
- C. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2016.
- D. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); 2002 (Ed. 2004).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data describing framing member materials and finish, product criteria, load charts, and limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Framing, Connectors, and Accessories:
 - 1. ClarkDietrich Building Systems: www.clarkdietrich.com.
 - 2. SCAFCO Steel Stud Manufacturer Company; www.scafco.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 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/240 at 5 psf (L/240 at 240 Pa).
 - 1. Studs: C shaped with flat or formed webs with knurled faces.
 - 2. Runners: U shaped, sized to match studs.
 - 3. Ceiling Channels: C shaped.
 - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch (22 mm).
 - 5. Sound Isolation Clips: Molded rubber isolator and steel clip, fastens directly to framing or structure to provide acoustical separation in gypsum board walls and ceilings.
- B. Loadbearing Studs: As specified in Section 05 4000.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- D. Partition Head to Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and braced with continuous bridging on both sides.

- E. Tracks and Runners: Same material and thickness as studs, bent leg retainer notched to receive studs with provision for crimp locking to stud.
- F. Furring and Bracing Members: Of same material as studs; thickness to suit purpose; complying with applicable requirements of ASTM C754.
- G. Fasteners: ASTM C1002 self-piercing tapping screws.
- H. Sheet Metal Backing: 0.036 inch (0.9 mm) thick, galvanized.
- I. Anchorage Devices: Powder actuated.
- J. Acoustic Insulation: As specified in Section 07 2100.

2.03 FABRICATION

- A. Fabricate assemblies of framed sections to sizes and profiles required.
- B. Fit, reinforce, and brace framing members to suit design requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that rough-in utilities are in proper location.

3.02 INSTALLATION OF STUD FRAMING

- A. Extend partition framing to structure where indicated and to ceiling in other locations.
- B. 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. Align and secure top and bottom runners at 16 inches (____ mm) on center.
- D. At partitions indicated with an acoustic rating:
 1. Place one bead of acoustic sealant between runners and substrate, studs and adjacent construction.
 2. Place one bead of acoustic sealant between studs and adjacent vertical surfaces.
- E. Fit runners under and above openings; secure intermediate studs to same spacing as wall studs.
- F. Align stud web openings horizontally.
- G. Secure studs to tracks using crimping method. Do not weld.
- H. Stud splicing is not permissible.
- I. Fabricate corners using a minimum of three studs.
- J. Double stud at wall openings, door and window jambs, not more than 2 inches (50 mm) from each side of openings.
- K. Brace stud framing system rigid.
- L. Coordinate installation of bucks, anchors, and blocking with electrical, mechanical, and other work to be placed within or behind stud framing.
- M. Sound Isolation Clips: Mechanically attach to framing or structure with fasteners recommended by clip manufacturer. Install at spacing indicated on drawings.
- N. Furring: Coordinate with sound isolation clip spacing and locations. Lap splices a minimum of 6 inches (150 mm).

3.03 CEILING AND SOFFIT FRAMING

- A. Install furring after work above ceiling or soffit is complete. Coordinate the location of hangers with other work.
- B. Install furring independent of walls, columns, and above-ceiling work.

- C. Securely anchor hangers to structural members or embed in structural slab. Space hangers as required to limit deflection to criteria indicated. Use rigid hangers at exterior soffits.
- D. Space main carrying channels at maximum 72 inch (1 800 mm) on center, and not more than 6 inches (150 mm) from wall surfaces. Lap splice securely.
- E. Securely fix carrying channels to hangers to prevent turning or twisting and to transmit full load to hangers.
- F. Place furring channels perpendicular to carrying channels, not more than 2 inches (50 mm) from perimeter walls, and rigidly secure. Lap splices securely.
- G. Reinforce openings in suspension system that interrupt main carrying channels or furring channels with lateral channel bracing. Extend bracing minimum 24 inches (600 mm) past each opening.
- H. Laterally brace suspension system.

3.04 TOLERANCES

- A. Maximum Variation From True Position: 1/8 inch in 10 feet (3 mm in 3 m).
- B. Maximum Variation From Plumb: 1/8 inch in 10 feet (3 mm in 3 m).

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

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2013.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2016.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.
- E. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2015.
- F. UL (FRD) - Fire Resistance Directory; 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 4 by 4 inch (____by____ mm) in size illustrating material and finish of acoustical units.
- E. Manufacturer's Installation Instructions: Indicate special procedures.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1.05 QUALITY ASSURANCE

- A. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Source Limitations:
 - 1. Acoustical Ceiling Tile: Obtain each type through one source from a single manufacturer.
 - 2. Suspension System: Obtain each type through one source from a single manufacturer.
- C. Source Limitations: Obtain each type of acoustical ceiling tile and supporting suspension system through one source from a single manufacturer.
- D. Fire Test Response Characteristics: Provide acoustical tile ceiling that comply with the following requirements:
 - 1. Fire Resistance Rating: Indicate by design designations from UL's "Fire Resistance Directory" or from listings of another testing and inspecting agency.
 - 2. Identify materials with appropriate markings of applicable testing and inspecting agency.
- E. Surface Burning Characteristics: Provide acoustical tiles with the following surface burning characteristics complying with ASTM E 1264 for Class A materials as determined by testing identical products per ASTM E 84.
 - 1. Smoke Developed Index: 450 or less.

1.06 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified labels described content.
 - 1. Acoustical Ceiling Units: Full size tiles equal to 2.0 percent of quantity installed.
 - 2. Suspension System Components: Quantity of each concealed grid and exposed component equal to 2.0 percent of quantity installed.
 - 3. 8 ounces of each color of touch up paint.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustic Tiles/Panels:
 - 1. Armstrong World Industries, Inc: www.armstrong.com.
 - 2. CertainTeed Corporation; ____: www.certainteed.com/#sle.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ACOUSTICAL TILES, GENERAL

- A. Recycled Content: Provide acoustical tiles with recycled content such as post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of 50 percent by weight or as indicated for each specific tile.
- B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectance, unless otherwise indicated.
 - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface per ASTM E 795.
- C. Acoustical Tile Colors and Patterns: Match appearance characteristics indicated for each product type.
- D. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical tiles treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.
 - 1. Armstrong World Industries, Inc: www.armstrong.com.

2.03 ACOUSTICAL TILES FOR ACOUSTICAL CEILINGS

- A. ACT 1: Products: Subject to compliance with requirements, provide one of the following:
 - 1. Basis of Design - Armstrong World Industries, Inc; Fine Fissured
 - a. Color: White
 - b. Material: Mineral Fiber.
 - c. Texture: Medium.
 - d. Density: 0.7 lbs/cu ft.
 - e. Light Reflectance: ASTM E 1477; 0.82.
 - f. Size: 24 inch x 24 inch.
 - g. Thickness: 5/8"
 - h. Edge Profile: Reveal.
 - i. NRC: 0.55
 - 2. Suspension System: Prelude 15/16" Exposed Tee.

2.04 METAL SUSPENSION SYSTEM, GENERAL

- A. See ceiling tile types for suspension system.
- B. Metal Suspension System Standard: Provide manufacturer's standard metal suspension system of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.

- C. Finishes and Colors: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory applied finish for type of system indicated.
- D. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung" unless otherwise indicated. Comply with seismic design requirements.
- E. Wire Hangers, Braces and Ties: Provide wire complying with the following requirements:
 - 1. Zinc Coated Carbon Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 - 2. Size: Select wire diameter so its stress at 3 times hanger design load (ASTM C 635, Table 1, "Direct Hung" will be less than yield stress of wire, but provide not less than 0.106 inch diameter in size.
- F. Hanger Rods: Mild steel, zinc coated or protected with rust inhibitive paint.
- G. Angle Hangers: Angles with legs not less than 7/8 inch wide, formed with 0.04 inch thick, galvanized steel sheet complying with ASTM A 653/A 653M, G90 coating designation; with bolted connections and 5/16 inch diameter bolts.
- H. Seismic Struts: Manufacturer's standard compression struts designed to accommodate lateral forces.
- I. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical tiles in place.
- J. Exposed Steel Suspension System Type Prelude XL: Formed steel, commercial quality cold rolled; intermediate-duty.
 - 1. Profile: Tee; 15/16 inch wide face.
 - 2. Construction: Double web.
 - 3. Finish: White painted galvanized steel.

2.05 METAL SUSPENSION SYSTEM FOR ACOUSTICAL TILE CEILING

- A. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Armstrong World Industries, Inc: Prelude 15/16 inch Suspension System.
 - 2. Material: Hot dipped galvanized
- 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.

2.06 METAL EDGE MOLDINGS AND TRIM

- A. Roll-Formed, Sheet Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension system runners.
 - 1. Provide manufacturer's standard edge moldings that fit acoustical tile edge details and suspension system indicated and that match width and configuration of exposed runners, unless otherwise indicated.

2.07 ACOUSTICAL SEALANT

- A. Acoustical:
 - 1. Pecora Corporation: AC-20 FTR Acoustical and Insulation Sealant.
 - 2. USG Corporation: Sheetrock Acoustical Sealant.

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. Provide seismic restraint as required by current edition of IBC, other applicable codes, and local authorities.
- C. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- D. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- E. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- F. 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.
- G. 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.
- H. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- I. Support fixture loads using supplementary hangers located within 6 inches (150 mm) of each corner, or support components independently.
- J. Do not eccentrically load system or induce rotation of runners.
- K. 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. Make field cut edges of same profile as factory edges.

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. Removal of existing carpet tile.
- C. Carpet tile accessories: base trim, edge trim.

1.02 REFERENCE STANDARDS

- A. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials; 2016.
- B. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2017.
- C. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2017.
- D. CRI 104 - Standard for Installation of Commercial Carpet; 2015.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Shop Drawings: Indicate layout of joints.
- D. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three 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 AND PRE-INSTALLATION

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.
- B. Notify Architect a minimum of 1 week in advance of starting carpet installation.
- C. Provide dry-laid mock-up approximately 10 tiles x 10 tiles to confirm layout with Architect in field.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Tile Carpeting:
 - 1. Interface Inc: www.interface.com
 - 2. Shaw Contract: www.shawcontract.com
 - 3. Mohawk Group: www.mohawk.com

2.02 MATERIALS

- A. Product: **Carpet Tile, Honor Roll Collection manufactured by Interface Inc.**

1. **CPT-1:** Product Exposed, Color: 106058 Principal
2. CPT-2: Product Cubic, Color 106070 Principal
3. CPT-3: Product Profile, Color 106082 Principal
4. Tile Size: 19.69" x 19.69" inch (500 x 500 mm), nominal.
5. Installation Method: 90 degree turn. Verify with in-field mock up.
6. Construction: Tufted textured loop
7. Yarn: 100% recycled Content Type 6 Nylon
8. Stain Protection: Protekt
9. Gauge: 1/12 (39.00 rows per 10 cm)
10. Density: 5.586 per cu. yard
11. Weight Density: 115,488
12. Tufted Weight: 17.0 oz/yard
13. Stitches per inch: 8.3
14. Finished Pile Thickness: .116 in.
15. Dye Method: 100% Solution Dyed
16. Backing Material: "GlasBac"
17. Performance
 - a. Flooring Radiant Panel: ASTM E-648 passes
 - b. Smoke Density: ASTM E 662 < 450
 - c. Static: ATCC - 134: < 3.0 KV
 - d. Traffic Classification: Severe
18. IAQ Green Label Plus: CRI Green Label Plus GLP1171

2.03 ACCESSORIES

- A. Edge Strips: Rubber, dark grey color, profile to be similar to Johnsonite EG-XXX-H. Edge strip at door to be located directly beneath door.
- B. Existing Concrete Floor Sealer:
 1. TriSeal, Adhesive Residue Encapsulator
 2. OptiSeal, Adhesive, Cutback and Moisture Sealer
- C. Adhesives:
 1. Compatible with materials being adhered; maximum VOC content of 50 g/L; CRI (GLP) certified; in lieu of labeled product, independent test report showing compliance is acceptable.

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 required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Remove existing VCT tile and base. See hazardous materials report.
- B. Prepare existing floor in accordance with carpet manufacturer's instructions. Seal existing floor as required for new floor adhesive.
- C. Patch floor crack, holes, and other imperfections with trowel applied floor patch.

3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Verify layout with architect prior to starting installation.
- C. Install carpet tile in accordance with manufacturer's instructions.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in patterns as shown on drawings. Set patterns parallel to building lines. Lay pattern to avoid small "slivers" of tile at edges.

- F. Fully adhere carpet tile to substrate.
- G. Trim carpet tile neatly at walls and around interruptions.
- H. 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 8311
ACOUSTICAL BATT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glass fiber acoustical insulation for interior walls, floors and ceiling in commercial buildings.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- B. E90 Laboratory Measurement of Airborne Sound Transmission Loss of building Partitions and Elements.
- C. E96 Test Method for Water Vapor Transmission of Materials.
- D. E196 Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees F.
- E. C423 Test Method for Sound Absorption and the Sound Absorption Coefficient by the Reverberation Room Method.

1.03 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures, project meetings, progress schedules and documentation, reports, coordination.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Specimen warranty.
- C. Test Reports: Certified test data from an independent test agency verifying that wall systems meet specified requirements for acoustical and fire performance.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in site-fabricated wall systems, with not less than 5 years of documented experience in installing wall systems of the type specified, and approved by the manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with the manufacturer's recommendations for handling, storage and protection during installation.
- B. Label insulation packages to include material name, production date and/or product code.
- C. Store products in manufacturer's unopened packaging until ready for installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustical Batt Insulation:
 - 1. Owens - Corning; www.owenscorning.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SOUND ATTENUATION BATTS

- A. Type: Unfaced glass fiber acoustical insulation complying with ASTM C 665, Type I.
- B. Type II: Kraft faced glass fiber insulation complying with ASTM C 665.
- C. Surface Burning Characteristics:

1. Unfaced Insulation:
 - a. Maximum Flame Spread: 10
 - b. Maximum Smoke Developed: 10
 - c. Thickness: See drawings.
2. Kraft Faced Insulation:
 - a. Maximum Flame Spread: Not rated.
 - b. Maximum Smoke Developed: Not rated.
3. Combustion Characteristics: Unfaced insulation passes ASTM E 136 Test.
4. Dimensional Stability: Linear stability less than 0.1%.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify that all casework, markerboards, door and window jambs, finished ceiling, and other finished items abutting acoustical wall systems have been installed.
- C. If substrate preparation is the responsibility of another installer, notify Mosaic Architecture of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

- A. Comply with manufacturer's instruction for particular conditions of installation in each case.
- B. Between Studs: Friction fit unfaced batt.

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.
- C. Scope: Finish all interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2016.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2015.
- D. GreenSeal GS-11 - Paints, Coatings, Stains, and Sealers; 2015.
- E. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.
- F. USGBC LEED-NC - LEED Green Building Rating System for New Construction and Major Renovations; 2009.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all 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.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- 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.
 - 2. Where sheen is not specified, submit each color in each sheen available.
 - 3. Allow 15 days for approval process, after receipt of complete samples by Architect.
 - 4. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Data: Submit data including care and cleaning instructions, touch-up procedures, and repair of painted and coated surfaces.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Paint and Coatings: 1 gallon (4 L) of each color; store where directed.
 - 2. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience.

1.05 MOCK-UP

- A. Mock-up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish entire wall surface for each paint color specified for verification of products, colors and sheens.
 - 2. Mosaic Architecture will designate finish area walls.
 - 3. Do not proceed with remaining work until Mosaic Architecture approves the mock-ups.

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. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F (7 degrees C) for interiors; 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F (18 degrees C) for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
 - 1. Sherwin-Williams; www.sherwinwilliams.com.
 - 2. Benjamin-Moore Company; www.benjaminmoore.com.
 - 3. Pratt and Lambert Paints; www.prattandlambert.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits of VOC content, exclusive of colorants added to tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop;
 - 1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
 - 2. Nonflat Paints, Coatings and Primers: VOC content of not more than 150 g/L.
 - 3. Anti-Corrosive and Anti-Rust Paints applied to Ferrous Metals: VOC not more than 250 g/L.
 - 4. Floor Coatings: VOC not more than 100 g/L.
- B. Chemical Content: The following compounds are prohibited:
 - 1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).

2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate., dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.
- C. Paints and Coatings: 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.
1. Provide ready mixed paints and coatings, except field-catalyzed coatings.
 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.03 PAINT SYSTEM

- A. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- B. Where a specified paint system does not have a Premium Grade, provide Custom Grade system.
- C. Where sheen is not specified or more than one sheen is specified, sheen will be selected later by Mosaic Architecture from the manufacturer's full line.
- D. Provide colors as scheduled on Drawings.
- E. Colors: As indicated on drawings

2.04 INTERIOR PAINT

- A. Exposed steel substrates including structural steel, sprinkler piping and exposed ductwork:
 1. 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, (5.0 mils wet, 2.0 mils dry).
 2. 2nd Coat: S-W ProClassic Waterbased Acrylic Semi-Gloss, B31 Series.
 3. 3rd Coat: S-W ProClassic Waterbased Acrylic Semi-Gloss, B31 Series, (4.0 mils wet, 1.3 mils dry per coat).
- B. Gypsum Board:
 1. Applications include but are not limited to walls, ceilings, soffits, and bulkheads.
 - a. Semi-Gloss: All restrooms and mop closets to receive Semi-gloss finish.
 - 1) 1st Coat: S-W Harmony Interior Latex Primer, B11 (4.0 mils wet, 1.3 mils dry)
 - 2) 2nd Coat: S-W Harmony Interior Latex Semi-Gloss, B10 Series.
 - 3) 3rd Coat: S-W Harmony Interior Latex Semi-Gloss, B10 Series (4.0 mils wet, 1.6 mils dry per coat).
 - b. Eggshell: All other rooms.
 - 1) 1st Coat: S-W Harmony Interior Latex Primer, B11 (4.0 mils wet, 1.3 mils dry).
 - 2) 2nd Coat: S-W Harmony Interior Latex Eg-Shel, B9 Series.
 - 3) 3rd Coat: S-W Harmony Interior Latex Eg-Shel, B9 Series (4.0 mils wet, 1.7 mils dry per coat).

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex Filler.
- C. Fastener Head Cover Material: Latex Filler.

2.06 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP-MD-DT - Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals and door and window frames:
 1. Two top coats and one coat primer.

2. Top Coat(s): High Performance Architectural Interior Latex; MPI #139, 140, 141.
 3. Primer(s): As recommended by manufacturer of top coats.
- B. Paint I-TR -W - Transparent Finish on Wood, Unless Otherwise Indicated:
1. 2 top coats over stain where stain is indicated.
 2. Top Coat(s): Water-based Polyurethane Varnish, High Build.
- C. Paint GI-OP-3LA - Gypsum Board/Plaster, Latex-Acrylic, 3 Coat:
1. One coat of alkyd primer sealer.
 2. Eggshell: Two coats of latex-acrylic enamel; _____.

PART 3 EXECUTION

3.01 SCOPE - SURFACES TO BE FINISHED

- A. Paint all exposed surfaces except where indicated not to be painted or to remain natural; the term "exposed" includes areas visible through permanent and built-in fixtures when they are in place.
- B. Paint the surfaces indicated on the Drawings, and as follows:
1. If a surface, material, or item is not specifically mentioned, paint in the same manner as similar surfaces, materials, or items, regardless of whether colors are indicated or not.
 2. Paint surfaces behind movable equipment and furnishings the same as similar exposed surfaces.
 3. Paint surfaces to be concealed behind permanently installed fixtures, equipment, and furnishings, using primer only, prior to installation of the permanent item.
 4. Paint back sides of access panels and removable and hinged covers to match exposed surfaces.
 5. Finish top, bottom, and side edges of exterior doors the same as exposed faces.
 6. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment occurring in finished areas to match background surfaces, unless otherwise indicated.
- C. Do Not Paint or Finish the Following Items:
1. Items fully factory-finished unless specifically noted; factory-primed items are not considered factory-finished.
 2. Items indicated to receive other finish.
 3. Items indicated to remain naturally finished.
 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 5. Anodized aluminum.
 6. Polished and brushed stainless steel items.
 7. Concealed piping, ductwork, and conduit.

3.02 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 affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials; report incompatible primer conditions and submit recommended changes for Mosaic Architecture's approval.
- 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 Unit Masonry: 12 percent.
 3. Concrete Floors and Traffic Surfaces: 8 percent.
- E. 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. Plaster and Stucco: 12 percent.

3. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.03 PREPARATION

- A. Prepare surfaces as specified in MPI Architectural Painting Specification Manual and as follows for the applicable surface and coating; if multiple preparation treatments are specified, use as many as necessary for best results; where the Manual references external standards for preparation (e.g. SSPC standards), prepare as specified in those standards; comply with coating manufacturer's specific preparation methods or treatments, if any.
- B. Comply with manufacturer's written instructions and recommendation in MPI Architectural Painting Specifications Manual applicable to substrates indicated.
- C. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size and weight of item, provide surface applied protection before surface preparation and painting.
 1. After completing painting operation, use workers skilled in the trades involved to reinstall items that were removed. Remove surface applied protection if any.
 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- D. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease and incompatible paints and encapsulant.
- E. Concrete Substrates: Remove release agents, curing compounds, efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- F. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- G. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- H. Galvanized Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical method to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- J. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- K. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- L. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.
- M. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- N. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- O. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- P. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

- Q. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- R. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- S. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- T. Interior 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.
- U. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.

3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and as specified or recommended by MPI Manual, using the preparation, products, sheens, textures, and colors as indicated.
 - 1. Remove, refinish, or repaint work not complying with requirements.
- B. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- C. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
 - 1. Brush Application: Use brushes best suited for the type of material applied; use brush of appropriate size for the surface or item being painted; produce results free of visible brush marks.
 - 2. Roller Application: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 - 3. Spray Application: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
 - 4. Where application method is listed in the MPI Manual for the paint system that application method is required; otherwise any application method recommended by manufacturer for material used and objects to be painted is acceptable.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
 - 1. Number of coats and film thickness required are the same regardless of application method.
 - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
 - 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- E. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
 - 1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.

2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.
 3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.
 4. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.
 5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
 6. Before applying next coat vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
 7. Pigmented (Opaque) Finishes: Provide smooth, opaque surface of uniform finish, color, appearance, and coverage.
- F. Sand wood and metal surfaces lightly between coats to achieve required finish.
- G. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage work to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

3.06 SCHEDULE - COLORS

- A. P1 - BENJAMIN MOORE - WHITE DOVE 0C-17
- B. P2 - SHERWIN WILLIAMS - LIVEABLE GREEN SW6176
- C. P3 - SHERWIN WILLIAMS - BUNGLEHOUSE BLUE SW0048
- D. P4 - SHERWIN WILLIAMS - CAST IRON SW6202
- E. PWBP - WHITE BOARD (MARKER BOARD) PAINT - "IDEA PAINT"

END OF SECTION

SECTION 10 1101
VISUAL DISPLAY BOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Markerboards and Tackboards.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Blocking and supports.
- B. Section 06 2000 - Finish Carpentry: Wood frame and chalkrails.
- C. Section 09 2116 - Gypsum Board Assemblies: Concealed supports in metal stud walls.

1.03 REFERENCE STANDARDS

- A. ANSI A208.1 - American National Standard for Particleboard; 2009.
- B. ASTM A424/A424M - Standard Specification for Steel, Sheet, for Porcelain Enameling; 2009a (Reapproved 2016).
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's data on chalkboard, markerboard, tackboard, tackboard surface covering, trim, and accessories.
- C. Shop Drawings: Indicate wall elevations, dimensions, joint locations, special anchor details.
- D. Samples: Submit color charts for selection of color and texture of markerboard, tackboard, tackboard surface covering, and trim.

1.05 QUALITY ASSURANCE

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

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year warranty for markerboard to include warranty against discoloration due to cleaning, crazing or cracking, and staining.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Visual Display Boards:

2.02 VISUAL DISPLAY BOARDS

- A. Markerboards: Porcelain enamel on steel, laminated to core.
 - 1. Steel Face Sheet Thickness: 24 gage, 0.0239 inch (0.61 mm).
 - 2. Core: Particleboard, manufacturer's standard thickness, laminated to face sheet.
 - 3. Backing: Aluminum foil, laminated to core.
 - 4. Size: As indicated on drawings.
 - 5. Frame: Extruded aluminum, with concealed fasteners.
 - 6. Frame Profile: Narrow profile - 5/8" frame
 - 7. Frame Finish: Anodized, natural.
 - 8. Accessories: chalk tray and map rail.
 - a. Chalk Tray: 2 5/8" deep extruded aluminum with end caps
 - b. Map Rail: 1" map rail with cork insets.
- B. Tackboards: Fine-grained, homogeneous natural cork.
 - 1. Cork Thickness: 1/8 inch (3 mm).

2.03 MATERIALS

- A. Porcelain Enameled Steel Sheet: ASTM A424/A424M, Type I, Commercial Steel, with fired-on vitreous finish.
- B. Particleboard: ANSI A208.1; wood chips, set with waterproof resin binder, sanded faces.
- C. Foil Backing: Aluminum foil sheet, 0.005 inch (0.13 mm) thick.

2.04 ACCESSORIES

- A. Map Rail: Extruded aluminum, manufacturer's standard profile, with cork insert and runners for accessories; 1 inch (25 mm) wide overall, full width of frame.
- B. Mounting Brackets: Concealed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that internal wall blocking is ready to receive work and positioning dimensions are as indicated on shop drawings.

3.02 INSTALLATION

- A. Install boards in accordance with manufacturer's instructions.
- B. Secure units level and plumb.

3.03 CLEANING

- A. Clean board surfaces in accordance with manufacturer's instructions.

END OF SECTION

SECTION 10 2601
WALL AND CORNER GUARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Corner guards.

1.02 SUBMITTALS

- A. Product Data: Indicate physical dimensions, features, anchorage details, and rough-in measurements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wall and Corner Guards:
 - 1. Johnsonite: www.commercial.tarkett.com

2.02 COMPONENTS

- A. Corner Guards - Surface Mounted:
 - 1. Material: High impact vinyl.
 - 2. Style: VBG-XX, 90 degree angular shaped profile with 2 2/8" return legs. Legs taper from 5/16" to 1/16".
 - 3. Length: 4 feet.
 - 4. Color: black

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated on drawings.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions, level and plumb, secured rigidly in position to wall framing members only.
- B. Caulk top edge of guards,

END OF SECTION

**SECTION 11 5213
PROJECTION SCREENS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Front projection screen assemblies.

1.02 RELATED REQUIREMENTS

- A. Section 09 5100 - Acoustical Ceilings: Suspended panel ceilings for recessed screens.
- B. Section 26 0583 - Wiring Connections: Electrical supply, conduit, and wiring for electric motor operated projection screens.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog cuts and descriptive information on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Wiring diagrams for motor operators and actuators, and controls and switches.
- C. Operation and Maintenance Data: Provide manufacturer's operation and maintenance instructions.
- D. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver projection screens to project site in manufacturer's original unopened packaging, and inspect for damage and proper size before accepting delivery.
- B. Store in a protected, clean, dry area with temperature maintained above 50 degrees F (10 degrees C), and stack in accordance with manufacturer's recommendations.
- C. Acclimate screens to building temperatures for 24 hours prior to installation, in accordance with manufacturer's recommendations.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide 5 year manufacturer warranty for projection screen assembly.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Tensioned Cosmopolitan Electrol screens by Da-Lite. www.da-lite.com
- B. Bretford: www.bretford.com.
- C. Draper, Inc: www.draperinc.com/sle.
- D. Substitutions: See Section 01 6000 - Product Requirements.

2.02 FRONT PROJECTION SCREENS

- A. Front Projection Screens: Factory assembled unless otherwise indicated.
 - 1. Dimensions: As indicated on drawings.
 - 2. Motorized, matte light diffusing fabric screen, horizontally tensioned, wall mounted.

- B. Matte Light Diffusing Fabric: Light diffusing screen fabric; washable, flame retardant and mildew resistant.
 - 1. Material: High Contrast Da-Mat
- C. Recessed-in-Ceiling Screen Cases: Steel; integral roller brackets.
 - 1. Case Finish: Baked enamel.
 - 2. Case Color: White.
 - 3. End Caps: Steel; finished to match case.
- D. Electrically-Operated Screens:
 - 1. Roller: 2 inch aluminum.
 - 2. Vertical Tensioning: Screen fabric weighted at bottom with steel bar with plastic end caps.
- E. Tensioning: each side of fabric to have tab guide cable system to maintain even lateral tension and hold surface flat.
- F. Provide mounting hardware, brackets, supports, fasteners, and other mounting accessories required for a complete installation, in accordance with manufacturer's recommendations for specified substrates and mountings.

2.03 ELECTRICAL COMPONENTS

- A. Electrical Components: Listed and classified by UL as suitable for the purpose specified and indicated.
- B. Motors: Direct drive, 110 V, 60 Hz. Quiet Motor at 55Db.
 - 1. Motor mounted inside screen roller on rubber isolation insulators. Motor UL certified, rated 110-120V AC, 60 Hz, three wire, instantly reversible, lifetime lubricated with pre-set accessible limit switches.
 - 2. Quiet Motor mounted inside screen roller on rubber isolation insulators. Motor operates at 44db. UL certified, rated 110-120V AC, 60 Hz, three wire, instantly reversible, lifetime lubricated with pre-set accessible limit switches.
- C. Controls: Single station control rated 115V AC, 60 Hz with 3-position rocker switch with cover plate to stop or reverse screen at any point.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate is finished and ready to accept screen installation.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that openings for recessed screens are correctly sized.
- D. Verify type and location of electrical connections.
- E. Do not install projection screens until climate control systems are in place and interior painting and other finishes are completed.

3.02 PREPARATION

- A. Coordinate screen installation with installation of projection systems.
- B. Coordinate installation with adjacent construction and fixtures, including ceilings, walls, lighting, fire suppression, and registers and grilles.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, using manufacturer's recommended hardware for relevant substrates.
- B. Do not field cut screens.
- C. Install screens in mountings as specified and as indicated on drawings.
- D. Install plumb and level.

- E. Adjust projection screens and related hardware in accordance with manufacturer's instructions for proper placement and operation.

3.04 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch up, repair, or replace damaged products before Date of Substantial Completion.

END OF SECTION

**SECTION 12 2400
WINDOW SHADES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manually operated, roll-up fabric interior window shades including mounting and operating hardware.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Concealed wood blocking for attachment of headrail brackets.
- B. Section 09 2116 - Gypsum Board Assemblies: Substrate for window shade systems.
- C. Section 09 5100 - Acoustical Ceilings: Shade Pockets, pocket closures and accessories.

1.03 REFERENCE STANDARDS

- A. NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films; 2015.
- B. UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems; Current Edition, Including All Revisions.
- C. WCMA A100.1 - Safety of Corded Window Covering Products; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product specified, including:
 - 1. Preparation instructions and recommendations.
 - 2. Installation and maintenance instructions.
 - 3. Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
 - 4. Storage and handling requirements and recommendations.
 - 5. Mounting details and installation methods.
- C. Shop Drawings: Plans, elevations, sections, product details, installation details, operational clearances and relationship to adjacent work. Provide field-verified dimensions.
- D. Selection Samples: For each finish product specified, two complete sets of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.
- E. Maintenance Data: Methods for maintaining roller shades, precautions regarding cleaning materials and methods, instructions for operating hardware and controls.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than 10 years of documented experience.
- B. NFPA Flame-Test: Passes NFPA 701. Materials tested shall be identical to products proposed for use.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver window shades until building is enclosed and construction within spaces where shades will be installed is substantially complete.
- B. Deliver products in manufacturer's original, unopened, undamaged containers with labels intact.
- C. Label containers and shades according to Window Shade Schedule.
- D. Store products in manufacturer's unopened packaging until ready for installation.

1.07 SEQUENCING

- A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.
- B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.08 FIELD CONDITIONS

- A. Install roller shades after finish work and ambient temperature, humidity and ventilation conditions are maintained at levels recommended for project upon completion

1.09 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Hardware and Shade Fabric: Draper's standard twenty-five year limited warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roller Shades:
 - 1. Acceptable Manufacturer: Draper, Inc., which is located at: 411 S. Pearl P. O. Box 425 ; Spiceland, IN 47385-0425; Toll Free Tel: 800-238-7999; Tel: 765-987-7999; Email: request info; Web: www.draperinc.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MANUALLY OPERATED WINDOW SHADES

- A. Manually Operated Window Shades with Independent Control: Manually operated, vertical roll-up, fabric window shade with components necessary for complete installation; Manual FlexShade XD as manufactured by Draper, Inc.
 - 1. Operation: Bead chain and clutch operating mechanism allowing shade to stop when chain is released. Designed never to need adjustment or lubrication. Provide limit stops to prevent shade from being raised or lowered too far.
 - a. Clutch mechanism: Fabricated from POM thermoplastic with welded 0.354 inch (9 mm) primary steel post with rotational bearing, overrunning design, and positive mechanical engagement of drive mechanism to tube. White or Black color as selected by Architect. Center bead chain placement for right or left hand operation and accommodates side channel with no adjustment of chain location
 - b. Bead chain loop: Stainless steel bead chain
 - c. Bead Chain Hold Down: Spring-Loaded Tensioner.
 - 2. Rollers: Extruded aluminum roller tube of appropriate diameter to support shade fabric with minimal deflection.
 - a. Minimum Roller Tube Diameter: 1.56 inches (40 mm).
 - b. Fabric Connection to Roller Tube: Spline fabric/roller attachment system to allow shade fabric to be removed from roller without having to remove roller from brackets.
 - c. Fabric Length: 6 inches (152 mm) greater than window height minimum.
 - d. Bottom Slat: 13/16 inch (20.6 mm) aluminum dowel, encased in bottom hem with heat sealed ends.
 - e. Orientation: Reverse from front of roller.
 - 3. Headbox: aluminum headbox - "Small" maximum depth 3 7/16"
 - 4. Mounting
 - a. Facia
 - 5. Endcaps: Stamped steel with universal design suitable for mounting to ceiling, wall, and jamb. Provide size compatible with roller size.
 - a. Endcap covers: To match fascia or headbox color.
 - b. Mounted to jamb
 - 6. Fascia: L shaped aluminum extrusion to conceal shade roller and hardware.

- a. Attachment: Snaps onto endcaps without requiring exposed fasteners of any kind. Fascia can be mounted continuously across two or more shade bands. No notching is required.
- b. Shape: Square Fascia Panel
- c. Finish: to be chosen from manufacturer's standard range of colors.

2.03 FABRIC

- A. Sun Block Fabrics:
 - 1. Phifer SheerWeave, Style 7000 opaque shade.
 - a. Color: Graphite SW7000
 - b. PVC free
 - c. Greenguard Gold
 - d. Backing: off-white
 - e. NFPA Class A rating
 - f. Hem bar with sealed ends.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Coordinate requirements for blocking and structural supports to ensure adequate means for installation of window shades.
- B. Coordinate requirements for blocking, construction of shade pockets, and structural supports to ensure adequate means for installation of window shades.
- C. Coordinate installation of recessed shade pockets with construction of suspended acoustical panel ceilings specified in Section 09 51 23.
- D. Coordinate installation of recessed shade pockets with construction of suspended gypsum board ceilings specified in Section 09 21 16.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install roller shades level, plumb, square, and true. Allow proper clearances for window operation hardware.
- C. Install the following items to conceal roller and operating mechanism. Do not use exposed fasteners.
 - 1. Facias
 - 2. Closure panels
 - 3. Endcaps

3.04 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate operation and maintenance of window shade system to Owner's personnel.
- B. Training: Train Owner's personnel on operation and maintenance of system.

END OF SECTION

**SECTION 220000
GENERAL REQUIREMENTS OF PLUMBING AND HVAC**

PART 1 - GENERAL

1.1 SUMMARY

- A. The requirements listed in this section are supplemental to the Division 01 General Requirements.
- B. It shall be the responsibility of the Plumbing and Mechanical Contractor to examine and refer to all Architectural, Civil, Structural, Electrical, and Landscape and specifications for construction conditions which may affect the scope of Plumbing and HVAC work. Inspect the building site and existing facilities for verification of present conditions. Make proper provisions for these conditions in performance of the work and cost thereof.
- C. Plumbing and Mechanical work for this project shall include all items, articles, materials and the associated labor mentioned, schedules or shown in these specifications and in the accompanying drawings.
- D. Furnish and install all equipment, materials and any required incidental items required by good practice to complete the systems described herein.

1.2 CODES AND STANDARDS

- A. Work shall meet the requirements of the plans and specifications and shall not be less than the minimum requirements of applicable sections of the latest Codes and Standards of the following Organizations:
 - 1. American Gas Association (AGA)
 - 2. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
 - 3. American Society of Mechanical Engineers (ASME)
 - 4. Sheet Metal and Air Conditioning Contractors' National Association Inc. (SMACNA)
 - 5. American Water Works Association (AWWA)
 - 6. National Electrical Code (NEC)
 - 7. National Electrical Manufacturers Association (NEMA)
 - 8. National Fire Protection Association (NFPA)
 - 9. Uniform Plumbing Code (UPC)
 - 10. Occupational Safety & Health Act (OSHA)
 - 11. Plastic Pipe Institute (PPI)
 - 12. International Mechanical Code (IMC)
 - 13. International Building Code (IBC)
 - 14. International Energy Conservation Code (IECC)
 - 15. Requirements of the Serving Utility Company
 - 16. Local and State Codes and Ordinances

1.3 FEES AND PERMITS

- A. The Plumbing and Mechanical Contractors shall pay all fees and arrange all permits required for work done under their contract and under their supervision by subcontract.

- B. All usage contracts between the Owner and the serving utilities company, such as membership and usage charges or fees, etc., for the purpose of obtaining the services for the utility company shall be applied for and paid for by the Owner.

1.4 MATERIALS AND EQUIPMENT

- A. Manufacturer's trade names and catalog numbers listed are intended to indicate the quality of equipment or materials desired. Manufacturers not listed in the specification will be considered substitutions and must have prior approval.
- B. See Division 01 for Substitutions Procedures. Requests for substitution are to be submitted sufficiently ahead of the deadline, to give ample time for examination. Prior approval request for substitution must indicate the specific item or items to be furnished in lieu of those scheduled, together with complete technical and comparative data on scheduled items and items proposed for substitution.
- C. If the engineer approves any proposed substitution, the approved product will be listed in an addendum. Bidders shall not rely on approval made in any other manner.
- D. Mechanical equipment may be installed with manufacturer's standard finish and color except where specific color, finish or choice is indicated. If the manufacturer has no standard finish, equipment shall have a prime coat and two finish coats of gray enamel.
- E. High altitude operation: Capacity of all equipment is to be sized and manufactured to perform at the elevation of the project site. If not specifically indicated in the equipment schedule or in the specifications provide all required accessories and equipment for proper operation at elevation of the project site.
- F. This Contractor shall be responsible for materials and equipment installed under this contract. Contractor shall also be responsible for the protection of materials and equipment of others from damage as a result of his work.
- G. Manufactured material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by manufacturer unless herein specified to the contrary.
- H. This Contractor shall make the required arrangement with General Contractor or Construction Manager for the introduction into the building of equipment too large to pass through finished openings.
- I. Store materials and equipment indoors at the job site or, if this is not possible, store on raised platforms and protect from the weather by means of waterproof covers. Coverings shall permit circulation of air around the materials to prevent condensation of moisture. Screen or cap openings in equipment to prevent the entry of vermin.

1.5 INTENT OF DRAWINGS

- A. The drawings are diagrammatic and do not necessarily show exact location of piping and ductwork unless specifically dimensioned. Riser and other diagrams are schematic and do not necessarily show the physical arrangement of the equipment. They shall not be used for obtaining lineal runs of piping or ductwork, nor shall they be used for shop drawings for piping and ductwork fabrication or ordering. Discrepancies shown on different plans, or between plans

and actual field conditions shall be brought to the attention of the Architect/Engineer for resolution.

1.6 RESPONSIBILITY

- A. Plumbing and HVAC work shall conform to requirements of all divisions 22 and 23 specifications.
- B. The Plumbing and Mechanical Contractors shall be responsible for the installation of a satisfactory and complete system in accordance with the intent of the drawing and specifications. Provide, at no extra cost, all incidental items, materials, accessories and labor required for completion of the work even though they are not specifically mentioned or indicated on the drawings or in the specifications.
- C. The drawings do not attempt to show complete details of the building construction which affect the mechanical and plumbing installation; and reference is therefore required to the Architectural, Civil, Structural, Landscape and Electrical drawings and specifications and to shop drawings of all trades for additional details which affect the installation of the work covered under this Division of the Contract.
- D. Location of mechanical and plumbing system components shall be checked for conflicts with openings, structural members and components of other systems having fixed locations. In the event of any conflicts, the Architect/Engineer shall be consulted and their decision shall govern. Necessary changes shall be made at the Contractor's expense.
- E. Determine, and be responsible for, the proper location and character of inserts for hangers, chases, sleeves, and other openings in the construction required for the work, and obtain this information well in advance of the construction progress so work will not be delayed.
- F. Final location of inserts, hangers, etc., required for each installation, must be coordinated with facilities required for other installations to prevent interference.
- G. Take extreme caution not to install work that connects to equipment until such time as complete Shop Drawings of such equipment have been approved by the Architect/Engineer. Any work installed by the Contractor, prior to approval of Shop Drawings, will be at the Contractor's risk.
- H. All modifications and changes required due to installation of equipment other than the scheduled equipment shall be made at the contractor's expense.
- I. It shall be the responsibility of the installing contractor to coordinate changes to work by other trades that result from the installation of equipment other than the scheduled equipment.
- J. If the provided equipment is heavier or larger than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate the required structural changes and pay for any and all associated cost.
- K. If the provided equipment has different motor characteristics or electrical requirements than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate the required changes and pay for any and all associated cost.

- L. If larger or additional electrical conduits, wire or breakers are required due to the installation of equipment other than the scheduled or specified equipment it shall be the responsibility of the installing contractor to coordinate the required changes and pay for any and all associated cost.
- M. If the provided equipment requires different fluid flow rates than the scheduled or specified equipment, it shall be the responsibility of the installing contractor to coordinate all required changes including but not limited to pumps, piping, valves, etc and pay for any and all associated cost.
- N. At all times during the performance of this Contract, properly protect work from damage and protect the Owner's property from injury or loss. Make good any damage, injury or loss, except such as may be directly due to errors in the Bidding Documents or caused by Agents or Employees of the Owner. Adequately protect adjacent property as provided by law and the Bidding Documents. Provide and maintain passageways, guard fences, lights and other facilities for protection required by Public Authority or Local conditions.
- O. The Contractor shall be responsible for damages due to the work of their contractors, to the building or its contents, people, etc.

1.7 REVIEW

- A. All work and material is subject to review at any time by the Architect/Engineer or his representative. If the Architect/Engineer or his representative finds material that does not conform to these specifications or that is not properly installed or finished, correct the deficiencies in a manner satisfactory to the Architect/Engineer at the Contractor's expense.

1.8 WORKMANSHIP

- A. Work under this contract shall be performed by workmen skilled in the particular trade, including work necessary to properly complete the installation in a workmanlike manner to present a neat and finished appearance.
- B. Obtain Architect's/Engineer's approval before performing any cutting on structural members or patching of building surfaces. Any damage to the building or equipment by the Mechanical or Plumbing Contractor shall be the responsibility of the Mechanical or Plumbing Contractor and shall be repaired by skilled craftsmen of the trades involved at the Contractor's expense.
- C. Chases, openings, sleeves, hangers, anchors, recesses, equipment pads, framing for equipment, provided by others only if so noted on the drawings. Otherwise, they will be provided by the Mechanical or Plumbing Contractor for their work.

1.9 COORDINATION

- A. This Mechanical and Plumbing Contractors shall plan their work to proceed with a minimum interference with other trades and it shall be their responsibility to inform the General Contractor of all openings required in the building structure for installation of work, and to provide sleeves as required. Dimensions of equipment installed and/or provided by others shall be checked in order that correct clearances and connections may be made.

- B. In general, pipelines requiring gravity drainage shall be installed first, followed by ductwork, large piping mains and electrical conduit. The location fire protection piping and heads shall be coordinated with other trades to ensure that installations by other trades do not block heads.
- C. Leave sufficient space for the installation of insulation on piping and ductwork as specified. It is not acceptable to compress pipe or duct insulation for any reason.

1.10 CLEANING

- A. Keep the job site clean. The Mechanical and Plumbing Contractors shall remove all waste a rubbish associated with their work.
- B. Upon completion of work, remove materials, scraps and debris relative to plumbing and mechanical work and leave all spaces including tunnels, crawlspaces, pipe or duct chases and ceiling plenums clean and orderly.
- C. The Mechanical and Plumbing contractors will be responsible for cleaning the exterior and interior of all equipment prior to star-up. Once all equipment has been cleaned it shall be inspected by the Architect/Engineer prior to start-up.
- D. The Mechanical and Plumbing Contractors shall provide dust protection of existing materials and equipment as well a new materials and equipment for the duration of the project. Protect existing materials and equipment from damage for the duration of the project. Clean the exterior and interior of all existing equipment at the completion of the project.

1.11 TEMPORARY FACILITIES

- A. Offices
 - 1. The Mechanical and Plumbing Contractor must have the permission of the Owner and General Contractor or Construction Manager to install a temporary office/job trailer on the project site.
 - 2. Contractor shall completely remove his temporary installations when no longer needed and the premises shall be completely clean, disinfected, patched, and refinished to match adjacent areas.
- B. Ladders and Scaffolds
 - 1. The Mechanical and Plumbing Contractors shall provide their own ladders, scaffolds, etc. of substantial construction for access to their work in various portions of the building as may be required. When no longer needed, they shall be removed by the Contractor.
- C. Protection Devices
 - 1. The Mechanical and Plumbing Contractors shall provide and maintain his own necessary barricades, fences, signal lights, etc., required by all governing authorities or shown on the drawings. When no longer needed, they shall be removed by the Contractor.
- D. TEMPORARY FIRE PROTECTION
 - 1. The Mechanical and Plumbing Contractors shall provide all necessary first aid hand fire extinguishers for Class A, B, C and special hazards as may exist in his own work area only in accordance with good and safe practice and as required by jurisdictional safety authority.

1.12 SUBMITTALS

- A. Submittals will be required for each piece of equipment, material or product as noted in the table below. All submittal shall be submitted, reviewed and all discrepancies addressed prior to ordering equipment or starting work. Any equipment ordered without having first completed the submittal process is done at the risk of the contractor. Any work performed prior to completing the submittal process is done at the risk of the contractor.

Specification Section	Product Data	Performance Data	Shop Drawing	Delegated Design	Wiring Diagram	Color Chart	Sustainability Compliance	Notes
230593		X						
230713	X	X						
233113								
233300	X	X						
233346	X							
233713	X	X						

B. Submittal Definitions

1. Product Data: Provide manufacturers cut sheets that include general product information including but not limited to: Model Number, physical data, nominal capacities, rough-in requirements.
2. Performance Data: Provide detailed performance and capacities based on project specific requirements including but not limited to: flow rates, capacities, pressure loss, temperatures, fan curves, pump curves, part load performance, sound data, and electrical characteristics.
3. Shop Drawings: Provide detailed drawings of the equipment showing overall dimensions, location of electrical and piping connection, location of anchorage points, location of electrical and control panels, and all operating, service and maintenance clearances.
4. Delegated Design: Provide detailed drawings prepared and stamped by a registered Professional Engineer that detail pertinent design criteria, the materials and products to be installed and the required installation locations.
5. Wiring Diagram: Provide diagrams that identify and detail required field wiring.
6. Color Chart: Provide a physical color chart of material samples required for selection of equipment colors.
7. Sustainability Compliance: Provide literature that indicated a products compliance with LEED or Green Globes. See Division 01 for additional information and requirements.

C. Submittal Formats:

1. Include the following information with each submittal:

- a. Project Name
 - b. Submittal Date
 - c. Name of Architect
 - d. Name of Engineer
 - e. Name of General Contractor or Construction Manager
 - f. Name of Sub-Contractor
 - g. Name of firm or entity that prepared the submittal
 - h. Unique Submittal Number
 - i. Type of Submittal
 - j. Specification Section
 - k. Name or Mark of equipment or material and detail or drawings reference.
2. All Submittal with the exception of color charts or material samples shall be electronically transmitted PDFs.

D. Submittal Requirements

1. Submittals shall be submitted as a complete specification section. The submittal must include all materials and equipment for that specification section. Submittals for individual materials of equipment will be rejected without review.
2. Submittals shall be complete, clearly show item used, size, dimensions, capacity, rough in, etc., as required for complete check and installation. Manufacturer's literature showing more than one item shall be clearly marked as to which item is being furnished or it will be rejected and returned without review.
3. Each submittal shall be thoroughly checked by the Contractor for compliance with the Contract Document requirements, accuracy of dimensions, relationship to the work of other trades, and conformance with sound, safe practices as to erection and installation. Each submittal shall then bear a stamp evidencing such checking and shall show corrections made, if any. Submittals requiring extensive corrections shall be revised before submission. Each submittal not stamped and signed by the Contractor evidencing such checking will be rejected and returned without review.
4. On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
5. Review of the shop drawings and literature by the engineer shall not relieve the contractor for responsibility for deviations for the drawings or specifications, nor shall it relieve the contractor from responsibility for errors in the shop drawings or literature. It is the responsibility of the contractor to provide materials and equipment which meet the specifications and job requirements.

1.13 OPERATION AND MAINTENANCE MANUALS

- A. Operation and Maintenance Manuals (O&M Manuals) shall contain:
1. Names and contact information for the Project Architect, Project Engineer.
 2. Names and contact information for the General Contractor or Construction Manager.
 3. Names and contact information for sub-contractors.
 4. Installation, maintenance and operating instructions for each piece of equipment.

5. Parts lists
6. Wiring Diagrams
7. Equipment Start-up and inspection certificates
8. Test and Balance Reports
9. Commissioning Reports
10. Copies of Equipment Warranties
11. Copies of Submittals
12. Record Drawings.

- B. Prior to substantial completion submit an electronic copy of the O&M manual in PDF format to the Architect, Engineer and Owner for Review and approval. The PDF shall be one file with an index and hyperlinks to each section. Individual bound PDFs without automated navigation will be rejected. All O&M data shall be grouped by the equipment type and ordered by the specification numbering.
- C. Prior to final payment a final electronic copy of the O&M manual on an archival quality DVD as well as two printed copies shall be furnished to the owner. Printed copies shall have commercial quality 8-1/2" x 11" 3-ring binders with tabbed dividers for each section.

1.14 AS-BUILT RECORD DRAWINGS

- A. The Contractor shall furnish to the Owner and Architect/Engineer a marked print showing the location of all concealed or underground pipe or conduit runs and other equipment installed other than as shown on the drawings. Dimension underground lines from established building lines. Indicate all installed pull boxes in conduit runs.
- B. The Contractor shall furnish to the Architect/Engineer a marked print showing the location of all mechanical equipment, plumbing fixtures, piping, ductwork, diffusers, grilles, etc. The location of any item which deviates from the bid documents shall be accurately drawn and dimensioned.
- C. All underground piping and ductwork shall be dimensioned from nearest column and/or exterior walls. The location of all maintenance related items such as duct access doors, fire dampers, isolation valves, filters, etc., shall be highlighted on as built drawing.

1.15 PLACING SYSTEM INTO OPERATION

- A. Prior to starting of equipment the Mechanical of Plumbing Contractor shall thoroughly inspect the installation and any work completed by other trades and subcontractors to verify compliance with the contract documents.
- B. Start-up of all HVAC equipment shall be completed by factory trained representatives. At the completion of start-up, the factory representative shall submit to the architect and engineer, a start-up report that indicates any problems encountered, potential problems including installation issues, adjustments made or required to be made to ensure proper operation. Any installation deficiencies identified shall be corrected at no additional cost to the owner.

1.16 OWNER TRAINING

- A. General

1. 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 commissioning have been resolved, and before final acceptance.
 2. Provide second set of training sessions for automatic control systems about 6-9 months after the first sessions.
- B. Systems Requiring Training
1. All mechanical, electrical, safety, standby, and automatic control systems in the project, and other systems specified elsewhere to have training.
- C. Attendance:
1. Training is to be provided by contractor's representatives that are familiar with the system's operation and maintenance requirements. Individual training sessions (modules) are to be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. The trades groups and systems typically requiring training are:
 - a. HVAC & Refrigeration (Hydronic and or steam heating systems, refrigeration, chilled water, packaged cooling systems, fan systems, controls)
 - b. Plumbers (Domestic and Sanitary Plumbing, gas-fired heating, miscellaneous process piping systems)
- D. Schedule:
1. 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 on different days. Length of training sessions will be determined by scope of training indicated below, and as coordinated with Owner after draft copy of training documents have been reviewed.
- E. Training Documentation:
1. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
 2. Provide a copy of the following items for each person that will be attending the training sessions. Coordinate required number with the Owner.
 - a. Training agenda.
 - b. Summary of new systems and existing systems affected by this project.
 - c. Summary of work performed under this project.
 - d. Control system drawings and sequences of operation.
 - e. List of important maintenance and trouble-shooting operations for all systems.
 3. Provide minimum of 2 copies of following items:
 - a. Contract documents including all drawings, specifications, addendums, and change orders.
- F. Training Sessions:
1. Assemble at location to be determined by the Owner.
 2. Distribute training documentation as indicated above.
 3. 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.
 4. Visit site and review locations, and perform detailed review of operation and maintenance requirements for current systems.

1.17 WARRANTY

- A. The Contractor shall guarantee that all materials and labor installed are new and of first quality and that any material or labor found defective shall be replaced without cost to the Owner within one (1) year after substantial completion of the Contract or one (1) full season of heating and cooling operation, whichever is the greater. The guarantee shall list the date of the beginning of the one (1) year period, which shall be the date that the Substantial Completion Certificate is issued.
- B. Any damage to the building, caused by defective work or material of the Contractor within the above-mentioned period, shall be satisfactorily repaired without cost to the Owner.
- C. The guarantee does not include maintenance of equipment. The Owner shall accept full responsibility for proper operation and maintenance of equipment immediately upon substantial completion and occupancy of the building.
- D. Final acceptance by the Owner will not occur until all operating instructions are mounted in Equipment Rooms and Operating Personnel thoroughly indoctrinated in the operation of all mechanical equipment by the Contractor.
- E. No equipment installed as part of this project shall be used for temporary heat during construction.

END OF SECTION 220000

SECTION 230593

TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Balancing Air Systems:
 - a. Constant-volume air systems.
 - b. Variable-air-volume systems.
 - 2. Balancing Hydronic Piping Systems:
 - a. Constant-flow hydronic systems.
 - b. Variable-flow hydronic systems.

1.2 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.
- F. TDH: Total dynamic head.

1.3 ACTION SUBMITTALS

- A. See Section 220000 "General Requirement of Plumbing and HVAC" for submittal requirements

1.4 QUALITY ASSURANCE

- A. TAB Specialists Qualifications: Certified by AABC, NEBB, TABB, or as approved by the Engineer prior to bidding.
- B. Certify TAB field data reports and perform the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.

2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use standard TAB contractor's forms.
 - D. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
 - E. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."

PART 2 - PRODUCTS

2.1 Test and Balance Contractors:

- A. The following companies are pre-approved. Companies not listed below must submit for approval prior to bidding the project:
 1. Precision Air and Water Balance, Kalispell, MT
 2. RGO, Belgrade, MT
 3. Highlands Balancing, Bozeman, MT

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.
- E. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- F. Examine control valves for proper installation for their intended function of throttling, diverting, or mixing fluid flows.
- G. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- H. Examine system pumps to ensure absence of entrained air in the suction piping.

- I. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
 1. Airside:
 - a. Duct systems are complete with terminals installed.
 - b. Volume, smoke, and fire dampers are open and functional.
 - c. Clean filters are installed.
 - d. Fans are operating, free of vibration, and rotating in correct direction.
 - e. Variable-frequency controllers' startup is complete and safeties are verified.
 - f. Automatic temperature-control systems are operational.
 - g. Ceilings are installed.
 - h. Windows and doors are installed.
 - i. Suitable access to balancing devices and equipment is provided.
 2. Hydronics:
 - a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.
 - b. Piping is complete with terminals installed.
 - c. Water treatment is complete.
 - d. Systems are flushed, filled, and air purged.
 - e. Strainers are pulled and cleaned.
 - f. Control valves are functioning per the sequence of operation.
 - g. Shutoff and balance valves have been verified to be 100 percent open.
 - h. Pumps are started and proper rotation is verified.
 - i. Pump gage connections are installed directly at pump inlet and outlet flanges or in discharge and suction pipe prior to valves or strainers.
 - j. Variable-frequency controllers' startup is complete and safeties are verified.
 - k. Suitable access to balancing devices and equipment is provided.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance", NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" or SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
 1. After testing and balancing, patch probe holes in ducts with plastic plugs.

2. Coordinate with the mechanical insulation contractor to Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Cross-check the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 1. Measure total airflow.
 - a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
 - b. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
 - c. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.

- d. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
2. Measure fan static pressures as follows:
 - a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report artificial loading of filters at the time static pressures are measured.
 3. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
 4. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
 5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.
1. Measure airflow of submain and branch ducts.
 2. Adjust submain and branch duct volume dampers for specified airflow.
 3. Re-measure each submain and branch duct after all have been adjusted.
- C. Adjust air inlets and outlets for each space to indicated airflows.
1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
 2. Measure inlets and outlets airflow.
 3. Adjust each inlet and outlet for specified airflow.
 4. Re-measure each inlet and outlet after they have been adjusted.

3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Adjust the variable-air-volume systems as follows:
1. Verify that the system static pressure sensor is located two-thirds of the distance down the duct from the fan discharge.
 2. Verify that the system is under static pressure control.
 3. Select the terminal unit that is most critical to the supply-fan airflow. Measure inlet static pressure, and adjust system static pressure control set point so the entering static pressure for the critical terminal unit is not less than the sum of the terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.

4. Calibrate and balance each terminal unit for maximum and minimum design airflow as follows:
 - a. Adjust controls so that terminal is calling for maximum airflow. Some controllers require starting with minimum airflow. Verify calibration procedure for specific project.
 - b. Measure airflow and adjust calibration factor as required for design maximum airflow. Record calibration factor.
 - c. When maximum airflow is correct, balance the air outlets downstream from terminal units.
 - d. Adjust controls so that terminal is calling for minimum airflow.
 - e. Measure airflow and adjust calibration factor as required for design minimum airflow. Record calibration factor. If no minimum calibration is available, note any deviation from design airflow.
 - f. When in full cooling or full heating, ensure that there is no mixing of hot-deck and cold-deck airstreams unless so designed.
 - g. On constant volume terminals, in critical areas where room pressure is to be maintained, verify that the airflow remains constant over the full range of full cooling to full heating. Note any deviation from design airflow or room pressure.
5. After terminals have been calibrated and balanced, test and adjust system for total airflow. Adjust fans to deliver total design airflows within the maximum allowable fan speed listed by fan manufacturer.
 - a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
 - b. Set terminals for maximum airflow. If system design includes diversity, adjust terminals for maximum and minimum airflow so that connected total matches fan selection and simulates actual load in the building.
 - c. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
 - d. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
 - e. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
6. Measure fan static pressures as follows:
 - a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report any artificial loading of filters at the time static pressures are measured.
7. Set final return and outside airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
 - a. Balance the return-air ducts and inlets the same as described for constant-volume air systems.
 - b. Verify that terminal units are meeting design airflow under system maximum flow.

8. Re-measure the inlet static pressure at the most critical terminal unit and adjust the system static pressure set point to the most energy-efficient set point to maintain the optimum system static pressure. Record set point and give to controls contractor.
9. Verify final system conditions as follows:
 - a. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to match design if necessary.
 - b. Re-measure and confirm that total airflow is within design.
 - c. Re-measure final fan operating data, rpms, volts, amps, and static profile.
 - d. Mark final settings.
 - e. Test system in economizer mode. Verify proper operation and adjust if necessary. Measure and record all operating data.
 - f. Verify tracking between supply and return fans.

3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports for pumps, coils, and heat exchangers. Obtain approved submittals and manufacturer-recommended testing procedures. Crosscheck the summation of required coil and heat exchanger flow rates with pump design flow rate.
- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. In addition to requirements in "Preparation" Article, prepare hydronic systems for testing and balancing as follows:
 1. Check liquid level in expansion tank.
 2. Check highest vent for adequate pressure.
 3. Check flow-control valves for proper position.
 4. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
 5. Verify that motor starters are equipped with properly sized thermal protection.
 6. Check that air has been purged from the system.

3.8 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- A. Adjust pumps to deliver total design gpm.
 1. Measure total water flow.
 - a. Position valves for full flow through coils.
 - b. Measure flow by main flow meter, if installed.
 - c. If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 2. Measure pump TDH as follows:
 - a. Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - b. Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
 - c. Convert pressure to head and correct for differences in gage heights.

- d. Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow, and verify that the pump has the intended impeller size.
 - e. With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
 - 3. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
- B. Adjust flow-measuring devices installed in mains and branches to design water flows.
 - 1. Measure flow in main and branch pipes.
 - 2. Adjust main and branch balance valves for design flow.
 - 3. Re-measure each main and branch after all have been adjusted.
- C. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 - 1. Measure flow at terminals.
 - 2. Adjust each terminal to design flow.
 - 3. Re-measure each terminal after it is adjusted.
 - 4. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
 - 5. Perform temperature tests after flows have been balanced.
- D. For systems with pressure-independent valves at terminals:
 - 1. Measure differential pressure and verify that it is within manufacturer's specified range.
 - 2. Perform temperature tests after flows have been verified.
- E. For systems without pressure-independent valves or flow-measuring devices at terminals:
 - 1. Measure and balance coils by either coil pressure drop or temperature method.
 - 2. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
- F. Verify final system conditions as follows:
 - 1. Re-measure and confirm that total water flow is within design.
 - 2. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 - 3. Mark final settings.
- G. Verify that memory stops have been set.

3.9 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two- and three-way control valves by setting systems at maximum flow through heat-exchange terminals, and proceed as specified above for hydronic systems.
- B. Adjust the variable-flow hydronic system as follows:

1. Verify that the differential-pressure sensor is located as indicated.
 2. Determine whether there is diversity in the system.
- C. For systems with no diversity:
1. Adjust pumps to deliver total design gpm.
 - a. Measure total water flow.
 - 1) Position valves for full flow through coils.
 - 2) Measure flow by main flow meter, if installed.
 - 3) If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 - b. Measure pump TDH as follows:
 - 1) Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - 2) Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
 - 3) Convert pressure to head and correct for differences in gage heights.
 - 4) Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - 5) With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
 - c. Monitor motor performance during procedures and do not operate motor in an overloaded condition.
 2. Adjust flow-measuring devices installed in mains and branches to design water flows.
 - a. Measure flow in main and branch pipes.
 - b. Adjust main and branch balance valves for design flow.
 - c. Re-measure each main and branch after all have been adjusted.
 3. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 - a. Measure flow at terminals.
 - b. Adjust each terminal to design flow.
 - c. Re-measure each terminal after it is adjusted.
 - d. Position control valves to bypass the coil and adjust the bypass valve to maintain design flow.
 - e. Perform temperature tests after flows have been balanced.
 4. For systems with pressure-independent valves at terminals:
 - a. Measure differential pressure and verify that it is within manufacturer's specified range.
 - b. Perform temperature tests after flows have been verified.

5. For systems without pressure-independent valves or flow-measuring devices at terminals:
 - a. Measure and balance coils by either coil pressure drop or temperature method.
 - b. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
6. Prior to verifying final system conditions, determine the system differential-pressure set point.
7. If the pump discharge valve was used to set total system flow with variable-frequency controller at 60 Hz, at completion open discharge valve 100 percent and allow variable-frequency controller to control system differential-pressure set point. Record pump data under both conditions.
8. Mark final settings and verify that all memory stops have been set.
9. Verify final system conditions as follows:
 - a. Re-measure and confirm that total water flow is within design.
 - b. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 - c. Mark final settings.
10. Verify that memory stops have been set.

D. For systems with diversity:

1. Determine diversity factor.
2. Simulate system diversity by closing required number of control valves, as approved by the design engineer.
3. Adjust pumps to deliver total design gpm.
 - a. Measure total water flow.
 - 1) Position valves for full flow through coils.
 - 2) Measure flow by main flow meter, if installed.
 - 3) If main flow meter is not installed, determine flow by pump TDH or exchanger pressure drop.
 - b. Measure pump TDH as follows:
 - 1) Measure discharge pressure directly at the pump outlet flange or in discharge pipe prior to any valves.
 - 2) Measure inlet pressure directly at the pump inlet flange or in suction pipe prior to any valves or strainers.
 - 3) Convert pressure to head and correct for differences in gage heights.
 - 4) Verify pump impeller size by measuring the TDH with the discharge valve closed. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - 5) With valves open, read pump TDH. Adjust pump discharge valve until design water flow is achieved.
 - c. Monitor motor performance during procedures and do not operate motor in an overloaded condition.

4. Adjust flow-measuring devices installed in mains and branches to design water flows.
 - a. Measure flow in main and branch pipes.
 - b. Adjust main and branch balance valves for design flow.
 - c. Re-measure each main and branch after all have been adjusted.
5. Adjust flow-measuring devices installed at terminals for each space to design water flows.
 - a. Measure flow at terminals.
 - b. Adjust each terminal to design flow.
 - c. Re-measure each terminal after it is adjusted.
 - d. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
 - e. Perform temperature tests after flows have been balanced.
6. For systems with pressure-independent valves at terminals:
 - a. Measure differential pressure, and verify that it is within manufacturer's specified range.
 - b. Perform temperature tests after flows have been verified.
7. For systems without pressure-independent valves or flow-measuring devices at terminals:
 - a. Measure and balance coils by either coil pressure drop or temperature method.
 - b. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
8. Open control valves that were shut. Close a sufficient number of control valves that were previously open to maintain diversity, and balance terminals that were just opened.
9. Prior to verifying final system conditions, determine system differential-pressure set point.
10. If the pump discharge valve was used to set total system flow with variable-frequency controller at 60 Hz, at completion open discharge valve 100 percent and allow variable-frequency controller to control system differential-pressure set point. Record pump data under both conditions.
11. Mark final settings and verify that memory stops have been set.
12. Verify final system conditions as follows:
 - a. Re-measure and confirm that total water flow is within design.
 - b. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
 - c. Mark final settings.
13. Verify that memory stops have been set.

3.10 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 1. Manufacturer's name, model number, and serial number.
 2. Motor horsepower rating.

3. Motor rpm.
4. Efficiency rating.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter thermal-protection-element rating.

- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

3.11 PROCEDURES FOR CHILLERS

- A. Balance water flow through each evaporator and condenser to within specified tolerances of indicated flow with all pumps operating. With only one chiller operating in a multiple chiller installation, do not exceed the flow for the maximum tube velocity recommended by the chiller manufacturer. Measure and record the following data with each chiller operating at design conditions:
1. Evaporator-water entering and leaving temperatures, pressure drop, and water flow.
 2. For water-cooled chillers, condenser-water entering and leaving temperatures, pressure drop, and water flow.
 3. Evaporator and condenser refrigerant temperatures and pressures, using instruments furnished by chiller manufacturer.
 4. Power factor if factory-installed instrumentation is furnished for measuring kilowatts.
 5. Kilowatt input if factory-installed instrumentation is furnished for measuring kilowatts.
 6. Capacity: Calculate in tons of cooling.
 7. For air-cooled chillers, verify condenser-fan rotation and record fan and motor data including number of fans and entering- and leaving-air temperatures.

3.12 PROCEDURES FOR COOLING TOWERS

- A. Shut off makeup water for the duration of the test, and verify that makeup and blowdown systems are fully operational after tests and before leaving the equipment. Perform the following tests and record the results:
1. Measure condenser-water flow to each cell of the cooling tower.
 2. Measure condenser-water flow rate recirculating through the cooling tower.
 3. Measure cooling-tower spray pump discharge pressure.
 4. Adjust water level and feed rate of makeup water system.

3.13 PROCEDURES FOR CONDENSING UNITS

- A. Verify proper rotation of fans.
- B. Record compressor data.

3.14 PROCEDURES FOR BOILERS

- A. Hydronic Boilers: Measure water flow and pressure drop through the boiler.

3.15 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Measure, adjust, and record the following data for each water coil:
 - 1. Water flow rate.
 - 2. Water pressure drop.
 - 3. Airflow.
 - 4. Air pressure drop.
- B. Measure, adjust, and record the following data for each electric heating coil:
 - 1. Nameplate data.
 - 2. Airflow.
 - 3. Voltage and amperage input of each phase at full load and at each incremental stage.
 - 4. Calculated kilowatt at full load.
 - 5. Fuse or circuit-breaker rating for overload protection.
- C. Measure, adjust, and record the following data for each steam coil:
 - 1. Airflow.
 - 2. Air pressure drop.
 - 3. Inlet steam pressure.
- D. Measure, adjust, and record the following data for each refrigerant coil:
 - 1. Airflow.
 - 2. Air pressure drop.

3.16 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

- A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.
 - 1. Measure and record the operating speed, airflow, and static pressure of each fan.
 - 2. Measure motor voltage and amperage. Compare the values to motor nameplate information.
 - 3. Check the refrigerant charge.
 - 4. Check the condition of filters.
 - 5. Check the condition of coils.
 - 6. Check the operation of the drain pan and condensate-drain trap.
 - 7. Check bearings and other lubricated parts for proper lubrication.
 - 8. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.
- B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:
 - 1. New filters are installed.
 - 2. Coils are clean and fins combed.

3. Drain pans are clean.
 4. Fans are clean.
 5. Bearings and other parts are properly lubricated.
 6. Deficiencies noted in the preconstruction report are corrected.
- C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.
1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
 2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
 3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
 4. Balance each air outlet.

3.17 TOLERANCES

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 2. Air Outlets and Inlets: Plus or minus 10 percent.
 3. Heating-Water Flow Rate: Plus or minus 10 percent.
 4. Cooling-Water Flow Rate: Plus or minus 10 percent.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.18 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
 2. Include a list of instruments used for procedures, along with proof of calibration.
 3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Pump curves.
 2. Fan curves.
 3. Manufacturers' test data.
 4. Field test reports prepared by system and equipment installers.
 5. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
 2. Name and address of the TAB specialist.
 3. Project name.
 4. Project location.
 5. Architect's name and address.
 6. Engineer's name and address.
 7. Contractor's name and address.
 8. Report date.
 9. Signature of TAB supervisor who certifies the report.
 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 12. Nomenclature sheets for each item of equipment.
 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
 14. Notes to explain why certain final data in the body of reports vary from indicated values.
 15. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Face and bypass damper settings at coils.
 - d. Settings for supply-air, static-pressure controller.
 - e. Other system operating conditions that affect performance.
- D. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:
1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Unit arrangement and class.
 - g. Discharge arrangement.
 - h. Sheave make, size in inches, and bore.
 - i. Center-to-center dimensions of sheave and amount of adjustments in inches.
 - j. Number, make, and size of belts.
 - k. Number, type, and size of filters.
 2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.

- e. Sheave make, size in inches, and bore.
 - f. Center-to-center dimensions of sheave and amount of adjustments in inches.
3. Test Data (Indicated and Actual Values):
- a. Total airflow rate in cfm.
 - b. Total system static pressure in inches wg.
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg.
 - e. Filter static-pressure differential in inches wg.
 - f. Preheat-coil static-pressure differential in inches wg.
 - g. Cooling-coil static-pressure differential in inches wg.
 - h. Heating-coil static-pressure differential in inches wg.
 - i. Outdoor airflow in cfm.
 - j. Return airflow in cfm.
 - k. Outdoor-air damper position.
 - l. Return-air damper position.
- E. Apparatus-Coil Test Reports:
- 1. Coil Data:
 - a. System identification.
 - b. Location.
 - c. Coil type.
 - d. Make and model number.
 - 2. Test Data (Indicated and Actual Values):
 - a. Airflow rate in cfm.
 - b. Average face velocity in fpm.
 - c. Air pressure drop in inches wg.
 - d. Water flow rate in gpm.
 - e. Water pressure differential in feet of head or psig.
 - f. Refrigerant expansion valve and refrigerant types.
 - g. Inlet steam pressure in psig.
- F. Gas- and Oil-Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:
- 1. Unit Data:
 - a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Fuel type in input data.
 - g. Output capacity in Btu/h.
 - h. Motor horsepower and rpm.
 - i. Motor volts, phase, and hertz.

- j. Motor full-load amperage and service factor.
2. Test Data (Indicated and Actual Values):
- a. Total airflow rate in cfm.
 - b. Entering-air static pressure in inches wg.
 - c. Leaving-air static pressure in inches wg.
 - d. Air static-pressure differential in inches wg.
 - e. Low-fire fuel input in Btu/h.
 - f. High-fire fuel input in Btu/h.
 - g. Manifold pressure in psig.
 - h. High-temperature-limit setting in deg F.
 - i. Operating set point in Btu/h.
 - j. Motor voltage at each connection.
 - k. Motor amperage for each phase.
- G. Electric-Coil Test Reports: For electric furnaces, duct coils, and electric coils installed in central-station air-handling units, include the following:
1. Unit Data:
- a. System identification.
 - b. Location.
 - c. Coil identification.
 - d. Number of stages.
 - e. Connected volts, phase, and hertz.
 - f. Rated amperage.
 - g. Airflow rate in cfm.
2. Test Data (Indicated and Actual Values):
- a. Airflow rate in cfm.
 - b. Air velocity in fpm.
 - c. Voltage at each connection.
 - d. Amperage for each phase.
- H. Fan Test Reports: For supply, return, and exhaust fans, include the following:
1. Fan Data:
- a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and size.
 - e. Manufacturer's serial number.
 - f. Arrangement and class.
 - g. Sheave make, size in inches, and bore.
2. Motor Data:
- a. Motor make, and frame type and size.
 - b. Horsepower and rpm.

- c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches, and bore.
 - f. Number, make, and size of belts.
3. Test Data (Indicated and Actual Values):
- a. Total airflow rate in cfm.
 - b. Total system static pressure in inches wg.
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg.
 - e. Suction static pressure in inches wg.
- I. Air-Terminal-Device Reports:
1. Unit Data:
- a. System and air-handling unit identification.
 - b. Location and zone.
 - c. Apparatus used for test.
 - d. Area served.
 - e. Make.
 - f. Number from system diagram.
 - g. Type and model number.
 - h. Size.
2. Test Data (Indicated and Actual Values):
- a. Airflow rate in cfm.
 - b. Air velocity in fpm.
 - c. Preliminary airflow rate as needed in cfm.
 - d. Preliminary velocity as needed in fpm.
 - e. Final airflow rate in cfm.
 - f. Final velocity in fpm.
- J. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:
1. Unit Data:
- a. Unit identification.
 - b. Location.
 - c. Service.
 - d. Make and size.
 - e. Model number and serial number.
 - f. Water flow rate in gpm.
 - g. Water pressure differential in feet of head or psig.
 - h. Required net positive suction head in feet of head or psig.
 - i. Pump rpm.
 - j. Impeller diameter in inches.
 - k. Motor make and frame size.

- l. Motor horsepower and rpm.
 - m. Voltage at each connection.
 - n. Amperage for each phase.
 - o. Full-load amperage and service factor.
2. Test Data (Indicated and Actual Values):
- a. Static head in feet of head or psig.
 - b. Pump shutoff pressure in feet of head or psig.
 - c. Actual impeller size in inches.
 - d. Full-open flow rate in gpm.
 - e. Full-open pressure in feet of head or psig.
 - f. Final discharge pressure in feet of head or psig.
 - g. Final suction pressure in feet of head or psig.
 - h. Final total pressure in feet of head or psig.
 - i. Final water flow rate in gpm.
 - j. Voltage at each connection.
 - k. Amperage for each phase.

K. Instrument Calibration Reports:

- 1. Report Data:
 - a. Instrument type and make.
 - b. Serial number.
 - c. Application.
 - d. Dates of use.
 - e. Dates of calibration.

3.19 DUCT TESTING

- A. Duct Testing is required for supply, return or exhaust ductwork that will operate at 3 inWC static pressure or greater.
- B. Leakage test procedures shall follow the outlines and classifications in the SMANCA HVAC Air Duct Leakage Test Manual.
- C. The Owner and mechanical engineer shall select sections of ductwork from each air handling system for duct leakage testing. The sample shall include at least five transverse joints, typical seams, and access door connections. The sample will include all medium pressure supply ductwork between the air handling unit to within 2' of the connection to variable air volume terminal units.
- D. The Air handling systems shall be tested at 3 inches w.g. and shall meet leakage Class 3.
- E. If a section fails to meet allotted leakage level, the contractor shall modify the ductwork to bring it into compliance and shall retest the section until acceptable leakage is demonstrated. One retest shall will be provided by the TAB contractor. The mechanical contractor shall pay the TAB contractor for any additional retesting required.

- F. All testing and necessary repairs shall be completed prior to concealment of the ductwork.

3.20 ADDITIONAL TESTS

- A. Within 120 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

END OF SECTION 230593

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating the following duct services:
 - 1. Indoor, Duct Insulation.
 - 2. Outdoor Duct Insulation.
 - 3. Fire Rated Duct Insulation.

- B. Related Sections:
 - 1. Section 220716 "Plumbing and HVAC Equipment and Piping Insulation."
 - 2. Section 233113 "Metal Ducts" for duct liners.

1.2 ACTION SUBMITTALS

- A. See Section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.

- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed Corporation.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- C. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
 - 1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 - 4. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
 - 1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: 60 percent by volume and 66 percent by weight.
 - 4. Color: White.

2.4 SEALANTS

- A. FSK and Metal Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: Aluminum.

- B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: White.

2.5 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 - 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
 - 3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.6 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Width: 3 inches.
 - 2. Thickness: 11.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
 - 1. Width: 3 inches.
 - 2. Thickness: 6.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

- C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
 - 1. Width: 2 inches.
 - 2. Thickness: 3.7 mils.
 - 3. Adhesion: 100 ounces force/inch in width.

4. Elongation: 5 percent.
5. Tensile Strength: 34 lbf/inch in width.

2.7 SECUREMENTS

- A. Cupped Head Weld Pins:
 1. Material: Low carbon steel.
 2. Finish: Copper coated pins with galvanized washer
 3. Pin gauge: 12 Ga.
- B. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.
- C. Wire: 0.080-inch nickel-copper alloy.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 1. Install insulation continuously through hangers and around anchor attachments.

2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
1. Draw jacket tight and smooth.
 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.3 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
 4. Seal jacket to roof flashing with flashing sealant.

- B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
 4. Seal jacket to wall flashing with flashing sealant.
- C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.
- E. Insulation Installation at Floor Penetrations:
1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.
 2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
 3. Install cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.

- f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
 5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
 6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
 7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.
- B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
 3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 OUTDOOR DUCT INSULATION INSTALLATION

- A. Cover all sides of ductwork with jacketed mineral-fiber board insulation. Insulation on the top of the ductwork must be installed in such a manner as to allow 'water-shed' from the top of the duct to prevent water from 'ponding' on top of the ductwork.
- B. Install self-adhesive outdoor jacket over board insulation according the jacket manufacturers written instructions. All joint in jacketing must overlap by 6" minimum.
- C. Insulation and jacketing must be continuous and may not be interrupted by duct supports or hangers.

3.6 FIRE-RATED INSULATION SYSTEM INSTALLATION

- A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.
- B. Insulate duct access panels and doors to achieve same fire rating as duct.
- C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Section 078413 "Penetration Firestopping."

3.7 FINISHES

- A. Insulation with ASJ or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
- B. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- C. Do not field paint outdoor ductwork.

3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Inspect ductwork, randomly selected by engineer, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.9 DUCT INSULATION SCHEDULE, GENERAL

- A. Insulation materials and thicknesses for ductwork are identified in the table below. If more than one material is listed for an application, selection from materials listed is at the Contractor's option. Ductwork that is not listed below or is exposed to view shall not be insulated.

Application	Insulation Type	Installed R-Value	Vapor Barrier	Factory Installed Jacket Type
Indoor Supply	Mineral-Fiber Blanket	6	YES	FSK
Indoor Exhaust *	Mineral-Fiber Blanket	8	YES	FSK

*Indoor Exhaust Ductwork shall be insulated from the penetration of the building envelope to 10ft upstream of a backdraft of shutoff damper.

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rectangular ducts and fittings.
2. Round ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Acoustic Liner.
6. Hangers and supports.
7. Seismic-restraint devices.

B. Related Sections:

1. Section 220529 "Hangers and Supports for Plumbing and HVAC Piping and Equipment."
2. Section 220548 "Vibration and Seismic Controls for Plumbing and HVAC Piping and Equipment"
3. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
4. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ANSI/ASHRAE 62.1.

1.2 SUBMITTALS

- A. See Section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.

1.3 QUALITY ASSURANCE

- A. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."
- B. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Transverse Joints in Ducts Larger Than 24 in Diameter: Flanged.
- C. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
 - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.
- D. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.
- E. Aluminum Sheets: Comply with ASTM B 209 Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.
- F. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
 - 1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- G. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.4 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Water-Based Joint and Seam Sealant:
 - 1. Application Method: Brush on.
 - 2. Solids Content: Minimum 65 percent.
 - 3. Shore A Hardness: Minimum 20.
 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. VOC: Maximum 75 g/L (less water).
 - 7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 - 8. Service: Indoor or outdoor.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- C. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
 2. Type: S.
 3. Grade: NS.
 4. Class: 25.
 5. Use: O.
 6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
- E. Round Duct Joint O-Ring Seals:
1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
 2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
 3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.5 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
- D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.
- F. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- H. Trapeze and Riser Supports:
1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
 3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 ADDITIONAL INSTALLATION REQUIREMENTS FOR COMMERCIAL KITCHEN HOOD EXHAUST DUCT

- A. Install commercial kitchen hood exhaust ducts without dips and traps that may hold grease, and sloped a minimum of 2 percent to drain grease back to the hood.
- B. Install fire-rated access panel assemblies at each change in direction and at maximum intervals of 20 feet in horizontal ducts, and at every floor for vertical ducts, or as indicated on Drawings. Locate access panel on top or sides of duct a minimum of 1-1/2 inches from bottom of duct.
- C. Do not penetrate fire-rated assemblies except as allowed by applicable building codes and authorities having jurisdiction.

3.4 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts at a minimum to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 2. Outdoor, Supply-Air Ducts: Seal Class A.
 3. Outdoor, Exhaust Ducts: Seal Class C.
 4. Outdoor, Return-Air Ducts: Seal Class C.
 5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
 6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
 7. Unconditioned Space, Exhaust Ducts: Seal Class C.
 8. Unconditioned Space, Return-Air Ducts: Seal Class B.
 9. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
 10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.
 11. Conditioned Space, Exhaust Ducts: Seal Class B.
 12. Conditioned Space, Return-Air Ducts: Seal Class C.

3.5 INSTALLATION OF ACOUSTIC LINER

- A. Liner shall be adhered to the sheet metal with full coverage of an approved adhesive that conforms to ASTM C 916, and all exposed leading edges and transverse joints shall be coated with an approved adhesive and shall be neatly butted without gaps. Shop or field cuts shall be liberally coated with an approved adhesive.
- B. Metal nosings shall be securely installed over transversely oriented liner edges facing the airstream at forward discharge and at any point where lined duct is preceded by unlined duct.
- C. Acoustic liner shall be additionally secured with mechanical fasteners spaced per the manufacturer's recommendations. The pin length should be such as to hold the material firmly in place with minimum compression of the material.

3.6 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 - 1. Where practical, install concrete inserts before placing concrete.
 - 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 - 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 - 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
 - 5. Do not use powder-actuated concrete fasteners for seismic restraints.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.7 SEISMIC-RESTRAINT-DEVICE INSTALLATION

- A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems." And ASCE/SEI 7.

3.8 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.9 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.10 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
 - 1. Underground Ducts: Concrete-encased, PVC-coated, galvanized sheet steel with thicker coating on duct exterior.
- B. Supply Ducts:
 - 1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
 - 2. Ducts Connected to Constant-Volume Air-Handling Units:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
 - 3. Ducts Connected to Variable-Air-Volume Air-Handling Units:
 - a. Pressure Class: Positive 3-inch wg.
 - b. Minimum SMACNA Seal Class: B.
 - c. SMACNA Leakage Class for Rectangular: 8.
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.
 - 4. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.

C. Return Ducts:

1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
2. Ducts Connected to Air-Handling Units:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
3. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: C.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: [3] [6] [12] <Insert value>.

D. Exhaust Ducts:

1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
 - a. Pressure Class: Negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: C if negative pressure, and A if positive pressure.
 - c. SMACNA Leakage Class for Rectangular: 16.
 - d. SMACNA Leakage Class for Round and Flat Oval: 8.
2. Ducts Connected to Air-Handling Units:
 - a. Pressure Class: Positive or negative 3-inch wg.
 - b. Minimum SMACNA Seal Class: B if negative pressure, and A if positive pressure.
 - c. SMACNA Leakage Class for Rectangular: 8.
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.
3. Ducts Connected to Commercial Kitchen Hoods: Comply with NFPA 96.
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Airtight/Watertight.
4. Ducts Connected to Dishwasher Hoods:
 - a. Type 304, stainless-steel sheet.
 - b. Exposed to View: No. 4 finish.
 - c. Concealed: No. 2D finish.
 - d. Welded seams and flanged joints with watertight EPDM gaskets.

- e. Pressure Class: Positive or negative 2-inch wg.
- f. Airtight/Watertight.

E. Intermediate Reinforcement:

- 1. Galvanized-Steel Ducts: Galvanized steel.
- 2. PVC-Coated Ducts:
 - a. Exposed to Airstream: Match duct material.
 - b. Not Exposed to Airstream: Galvanized.
- 3. Stainless-Steel Ducts:
 - a. Exposed to Airstream: Match duct material.
 - b. Not Exposed to Airstream: Match duct material.
- 4. Aluminum Ducts: Aluminum.

F. Elbow Configuration:

- 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Velocity 1000 fpm or Lower:
 - 1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
 - 2) Mitered Type RE 4 without vanes.
 - b. Velocity 1000 to 1500 fpm:
 - 1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
 - c. Velocity 1500 fpm or Higher:
 - 1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
- 2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.

- c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
 - a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
 - 1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
 - 2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
 - 3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
 - 4) Radius-to Diameter Ratio: 1.5.
 - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
 - c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam.

G. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch: Spin in.
2. Round: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
 - a. Velocity 1000 fpm or Lower: 90-degree tap.
 - b. Velocity 1000 to 1500 fpm: Conical tap.
 - c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION 233113

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Manual volume dampers.
 - 2. Control dampers.
 - 3. Flange connectors.
 - 4. Turning vanes.
 - 5. Duct-mounted access doors.
 - 6. Flexible connectors.
 - 7. Duct accessory hardware.

- B. Related Requirements:
 - 1. Section 233723 "HVAC Gravity Ventilators" for roof-mounted ventilator caps.
 - 2. Section 283111 "Digital, Addressable Fire-Alarm System" for duct-mounted fire and smoke detectors.

1.2 SUBMITTALS

- A. See section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
 - 2. Exposed-Surface Finish: Mill phosphatized.

- B. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, and having a 2D finish for concealed ducts and 2BA finish for exposed ducts.
- C. Aluminum Sheets: Comply with ASTM B 209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- D. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.
- E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 MANUAL VOLUME DAMPERS

- A. Standard, Steel, Manual Volume Dampers:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Cesco Products; a division of MESTEK, Inc.
 - b. Nailor Industries Inc.
 - c. Ruskin Company.
 - 2. Standard leakage rating.
 - 3. Suitable for horizontal or vertical applications.
 - 4. Frames:
 - a. Frame: 16 Gauge galvanized steel, 5 in deep
 - b. Mitered and welded corners.
 - c. Flanges for attaching to walls and flangeless frames for installing in ducts.
 - 5. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Stiffen damper blades for stability.
 - d. 16 gauge galvanized steel with V groove for stiffness.
 - 6. Blade Axles: Galvanized steel.
 - 7. Bearings:
 - a. Molded synthetic.
 - b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
 - 8. Tie Bars and Brackets: Galvanized steel.

2.4 CONTROL DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cesco Products; a division of MESTEK, Inc.
 - 2. Nailor Industries Inc.
 - 3. Ruskin Company.
- B. Frames:
 - 1. U shaped.
 - 2. 16 gage galvanized steel.
 - 3. Interlocking, gusseted corners.
- C. Blades:
 - 1. Multiple blade with maximum blade width of 6 inches.
 - 2. Parallel- and opposed-blade design.
 - 3. 14 gage Galvanized-steel.
 - 4. Blade Edging: Closed-cell neoprene.
 - 5. Blade Edging: Inflatable seal blade edging, or replaceable rubber seals.
- D. Blade Axles: 1/2-inch-diameter; galvanized steel; blade-linkage hardware of zinc-plated steel and brass; ends sealed against blade bearings.
 - 1. Operating Temperature Range: From minus 40 to plus 200 deg F.
- E. Bearings:
 - 1. Oil-impregnated stainless-steel sleeve.
 - 2. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
 - 3. Thrust bearings at each end of every blade.

2.5 FLANGE CONNECTORS

- A. Description: Roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.
- B. Material: Galvanized steel.
- C. Gage and Shape: Match connecting ductwork.

2.6 TURNING VANES

- A. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.

1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.
- B. Manufactured Turning Vanes for Nonmetal Ducts: Fabricate curved blades of resin-bonded fiberglass with acrylic polymer coating; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
- C. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."
- D. Vane Construction: Double wall.

2.7 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Cesco Products; a division of MESTEK, Inc.
 2. Ductmate Industries, Inc.
 3. Flexmaster U.S.A., Inc.
 4. Nailor Industries Inc.
- B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2, "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."
 1. Door:
 - a. Double wall, rectangular.
 - b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
 - c. Vision panel.
 - d. Hinges and Latches: 1-by-1-inchbutt or piano hinge and cam latches.
 - e. Fabricate doors airtight and suitable for duct pressure class.
 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
 3. Number of Hinges and Locks:
 - a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
 - b. Access Doors up to 18 Inches Square: Continuous and two sash locks.
 - c. Access Doors up to 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.
 - d. Access Doors Larger Than 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.
- C. Pressure Relief Access Door:
 1. Door and Frame Material: Galvanized sheet steel.
 2. Door: Double wall with insulation fill with metal thickness applicable for duct pressure class.

3. Operation: Open outward for positive-pressure ducts and inward for negative-pressure ducts.
4. Factory set at 3.0- to 8.0-inch wg.
5. Doors close when pressures are within set-point range.
6. Hinge: Continuous piano.
7. Latches: Cam.
8. Seal: Neoprene or foam rubber.
9. Insulation Fill: 1-inch-thick, fibrous-glass or polystyrene-foam board.

2.8 FLEXIBLE CONNECTORS

- A. Materials: Flame-retardant or noncombustible fabrics.
- B. Coatings and Adhesives: Comply with UL 181, Class 1.
- C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to two strips of 2-3/4-inch-wide, 0.028-inch-thick, galvanized sheet steel or 0.032-inch-thick aluminum sheets. Provide metal compatible with connected ducts.
- D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
 1. Minimum Weight: 26 oz./sq. yd..
 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
 3. Service Temperature: Minus 40 to plus 200 deg F.
- E. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.
 1. Minimum Weight: 24 oz./sq. yd..
 2. Tensile Strength: 530 lbf/inch in the warp and 440 lbf/inch in the filling.
 3. Service Temperature: Minus 50 to plus 250 deg F.

2.9 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.

- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install control dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.
- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Install test holes at fan inlets and outlets and elsewhere as indicated.
- G. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
 - 1. On both sides of duct coils.
 - 2. Upstream and downstream from duct filters.
 - 3. At outdoor-air intakes and mixed-air plenums.
 - 4. At drain pans and seals.
 - 5. Downstream from control dampers, backdraft dampers, and equipment.
 - 6. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.
 - 7. At each change in direction and at maximum 50-foot spacing.
 - 8. Control devices requiring inspection.
 - 9. Elsewhere as indicated.
- H. Install access doors with swing against duct static pressure.
- I. Access Door Sizes:
 - 1. One-Hand or Inspection Access: 8 by 5 inches.
 - 2. Two-Hand Access: 12 by 6 inches.
 - 3. Head and Hand Access: 18 by 10 inches.
 - 4. Head and Shoulders Access: 21 by 14 inches.
 - 5. Body Access: 25 by 14 inches.
 - 6. Body plus Ladder Access: 25 by 17 inches.
- J. Label access doors according to Section 230553 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- K. Install flexible connectors to connect ducts to equipment.
- L. Connect terminal units to supply ducts directly or with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.

- M. Connect diffusers or light troffer boots to ducts directly or with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- N. Connect flexible ducts to metal ducts with draw bands.
- O. Install duct test holes where required for testing and balancing purposes.

3.2 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Operate dampers to verify full range of movement.
 - 2. Inspect locations of access doors and verify that purpose of access door can be performed.
 - 3. Operate fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
 - 4. Inspect turning vanes for proper and secure installation.

END OF SECTION 233300

SECTION 233713

GRILLES, REGISTERS AND DIFFUSERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Grilles, Registers and Diffusers.

B. Related Requirements:

1. Section 233300 "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers.

1.2 SUBMITTALS

- A. See Section 220000 "General Requirements of Plumbing and HVAC" for submittal requirements.

PART 2 - PRODUCTS

2.1 GRILLES, REGISTERS AND DIFFUSERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Krueger
2. Price Industries
3. Nailor Industries Inc

- B. See the "Grilles Registers and Diffusers Schedule" on the drawings for grille, register or diffuser type, mounting, capacities, characteristics, finish, etc.

- C. Coordinate the color and finish of all grilles registers and diffusers with the architect if not specifically listed in the "Grilles Registers and Diffusers Schedule".

- D. Substituted grilles, registers and diffusers must meet or exceed the performance of the schedules diffuser.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install grilles, registers and diffusers level and plumb.
- B. Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install grilles, registers and diffusers with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.
- D. Provide all duct transitions and duct fittings required for a complete installation.

3.2 ADJUSTING

- A. After installation, adjust grilles, registers and diffusers to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

SECTION 26 0519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Copper building wire rated 600 V or less.
 - 2. Metal-clad cable, Type MC, rated 600 V or less.
 - 3. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. Alpha Wire Company.
 - 3. Belden Inc.
 - 4. Cerro Wire LLC.
 - 5. Encore Wire Corporation.
 - 6. General Cable Technologies Corporation.
 - 7. Okonite Company.
 - 8. Service Wire Co.
 - 9. Southwire Incorporated.
 - 10. WESCO
- C. Standards:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 - 2. RoHS compliant.

3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- E. Conductor Insulation:
1. Type USE-2 and Type SE: Comply with UL 854.
 2. Type THHN and Type THWN-2: Comply with UL 83.
 3. Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
 4. Type XHHW-2: Comply with UL 44.

2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Approved only for lighting whips 6' or less.
- C. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. AFC Cable Systems.
 2. Alpha Wire Company.
 3. Belden Inc.
 4. Encore Wire Corporation.
 5. General Cable Technologies Corporation.
 6. Okonite Company.
 7. Service Wire Co.
 8. Southwire Incorporated.
 9. WESCO
- D. Standards:
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 2. Comply with UL 1569.
- E. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- F. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- G. Ground Conductor: Insulated.
- H. Conductor Insulation:
1. Type TFN/THHN/THWN-2: Comply with UL 83.
- I. Armor: Steel, interlocked.
- J. Jacket: PVC applied over armor for mechanical connection or wet/damp environments.

2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. 3M Electrical Products
 - 2. AFC Cable Systems, Inc.
 - 3. Gardner Bender.
 - 4. Hubbell Power Systems, Inc.
 - 5. Ideal Industries, Inc.
 - 6. IlSCO; a branch of Barden Corporation.
 - 7. NSI Industries LLC.
 - 8. O-Z/Gedney; a brand of the EGS Electrical Group.
 - 9. Service Wire Co.
 - 10. TE Connectivity Ltd.
 - 11. Thomas and Betts Corp

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders and Branch Circuits: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway.
- B. Feeders: Type THHN/THWN-2, single conductors in raceway.
- C. Branch Circuits: Type THHN/THWN-2, single conductors in raceway.
- D. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- G. Provide a dedicated neutral conductor for each 120 V branch circuit.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

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

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

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

END OF SECTION 260519

SECTION 26 0526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. RATIONALE – Grounding provides the foundation to the entire electrical system. This system is designed to:
 - 1. Protect personnel.
 - 2. Minimize damage to equipment and property in the event of high fault current situations,
 - 3. Improve overall electrical system reliability, and
 - 4. Minimize the effects of transient overvoltages.
- B. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.
- D. Certified test results from ground resistance measurements.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
 - 1. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 2. Instructions for periodic testing and inspection of grounding features based on NEMA MTS.

- a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
- b. Include recommended testing intervals.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Equipment and wiring device grounding conductor shall be as follows:
 - 1. Bare copper or have green insulation of same type as circuit conductors (larger wires may be permanently marked with green).
 - 2. Properly sized in accordance with the NEC.
- C. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- D. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.

1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Conduit Hubs: Mechanical type, terminal with threaded hub.
- H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- I. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- J. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- K. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- L. Straps: Solid copper, copper lugs. Rated for 600 A.
- M. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal one-piece clamp.
- N. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- O. Water Pipe Clamps:
 1. Mechanical type, two pieces with zinc-plated bolts.
 - a. Material: Die-cast zinc alloy.
 - b. Listed for direct burial.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 1. Install bus horizontally, on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
- C. Conductor Terminations and Connections:
 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.
5. Any threaded bolt connectors shall be torqued in accordance with manufacturer's guidelines.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits. Do not rely on conduit for the grounding path.
- B. Multiple circuits sharing a raceway may share a single grounding conductor if all of the following requirements are met:
 1. All circuits originate in the same panel.
 2. No more than three single pole circuits may share a ground conductor.
 3. Size the ground conductor for the largest circuit.
- C. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 1. Feeders and branch circuits.
 2. Lighting circuits.
 3. Receptacle circuits.
 4. Single-phase motor and appliance branch circuits.
 5. Three-phase motor and appliance branch circuits.
 6. Flexible raceway runs.
 7. Armored and metal-clad cable runs.
- D. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

- C. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 - 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed 25 ohms to ground.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 26 0529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

B. Related Requirements:

1. Section 260548.16 "Seismic Controls for Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Data: Certificates, for hangers and supports for electrical equipment and systems, accessories, and components, from manufacturer.

1.4 COORDINATION

- A. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Hangers and supports shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified and the supported equipment and systems will be fully operational after the seismic event."

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- (10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. B-line, an Eaton business.
 - c. ERICO International Corporation.
 - d. Flex-Strut Inc.
 - e. Gripple Inc.
 - f. G-Strut.
 - g. Thomas & Betts Corporation; A Member of the ABB Group.
 - h. Unistrut; Part of Atkore International.
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Material for Channel, Fittings, and Accessories: Galvanized steel.
 4. Channel Width: Selected for applicable load criteria.
 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.

5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 1. NECA 1.
 2. NECA 101
 3. NECA 102.
 4. NECA 105.
 5. NECA 111.
- B. Comply with requirements for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC and RMC may be supported by openings through structure members, according to NFPA 70.

- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
 - 6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION 260529

SECTION 26 0533

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal conduits and fittings.
 - 2. In-carpet / on-floor wireway system.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Surface raceways.
 - 5. Boxes, enclosures, and cabinets.

1.2 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, in-carpet / on-floor system, hinged-cover enclosures, and cabinets.

1.3 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Data: Certificates, for enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. Metal Conduit:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. Electri-Flex Company.
 - c. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - d. Patriot Aluminum Products, LLC.
 - e. Perma-Cote.
 - f. Picoma Industries, Inc.
 - g. Plasti-Bond.
 - h. Republic Conduit.
 - i. Southwire Company.
 - j. Thomas & Betts Corporation; A Member of the ABB Group.
 - k. Western Tube and Conduit Corporation.

2. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 3. GRC: Comply with ANSI C80.1 and UL 6.
 4. ARC: Comply with ANSI C80.5 and UL 6A.
 5. IMC: Comply with ANSI C80.6 and UL 1242.
 6. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040 inch (1 mm), minimum.
 7. EMT: Comply with ANSI C80.3 and UL 797.
 8. FMC: Comply with UL 1; zinc-coated steel.
 9. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 2. Fittings, General: Listed and labeled for type of conduit, location, and use.
 3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
 4. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
 5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
- C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 IN-CARPET / ON-FLOOR WIREWAY SYSTEM

- A. Product:
1. Manufacturers: Subject to compliance with requirements, provide basis-of-design manufacturer or prior approved equal.
 - a. CONNECTRAC.
 - b. Prior approved equal.
- B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Features:
1. 3.7" wireway width.
 2. Low-profile, durable extruded aluminum wireway.
 3. Moisture-resistant floor transition ramps with gentle slope.
 4. Pre-wired power components.
 5. Removable snap-in wireway top cap.

6. ADA Compliant.

D. Accessories:

1. Fittings, General: Listed and labeled for type of location and use.
2. Vertical wireway: surface-mounts to wall for continuous path from in-carpet system to ceiling above.
3. AV / duplex combo box: NEMA 5-20R duplex receptacle & double gang telecom opening w/ 3" depth.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. B-line, an Eaton business.
2. Hoffman; a brand of Pentair Equipment Protection.
3. MonoSystems, Inc.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1, Type 3R, Type 4 or Type 12 unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Screw-cover type unless otherwise indicated.

E. Finish: Manufacturer's standard enamel finish.

2.4 SURFACE RACEWAYS

A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Mono-Systems, Inc.
- b. Panduit Corp.
- c. Wiremold / Legrand.

2. See drawings for specific locations and types of surface raceway to be used.

- a. Where not specifically noted, use Wiremold 700 Series surface raceway, or equal.

3. Color: White, or as selected by architect.

2.5 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Crouse-Hinds, an Eaton business.
 2. Erickson Electrical Equipment Company.
 3. Hoffman; a brand of Pentair Equipment Protection.
 4. Hubbell Incorporated.
 5. Hubbell Incorporated; Wiring Device-Kellems.
 6. Milbank Manufacturing Co.
 7. MonoSystems, Inc.
 8. Oldcastle Enclosure Solutions.
 9. O-Z/Gedney; a brand of Emerson Industrial Automation.
 10. RACO; Hubbell.
 11. Stahlin Non-Metallic Enclosures.
 12. Thomas & Betts Corporation; A Member of the ABB Group.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Metal Floor Boxes:
1. Material: Cast metal.
 2. Type: Fully adjustable.
 3. Shape: See drawings.
 4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- G. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- H. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb (32 kg).
1. Listing and labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- I. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- J. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- K. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

- L. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep) with single gang mud ring unless device(s) requires otherwise. .
- M. Gangable boxes are allowed for 6-gang or larger.
- N. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1, Type 3R, Type 4 or Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Plastic.
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- O. Cabinets:
 - 1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
 - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Indoors: Apply raceway products as specified below unless otherwise indicated.
 - 1. Exposed, Not Subject to Physical Damage: Surface metal raceway, as specified on drawings.
 - 2. Exposed and Subject to Severe Physical Damage: GRC.
 - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT, or as specified in Section 260519.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 5. Damp or Wet Locations: GRC.
 - 6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 nonmetallic in damp or wet locations.
 - 7. Concealed in CMU block wall: Type EPC-40-PVC.
- B. Pathway for data cabling in ceiling space: provide j-hooks at 48" o.c. between podium and speakers, and between podium and wall-mount TV displays.
- C. Minimum Raceway Size: 1 inch (25.4mm) trade size for telecom/data and 3/4 inch (21mm) trade size for all other applications.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz, and for protecting bare grounding conductors. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.
- D. Do not fasten conduits onto the bottom side of a metal deck roof.
- E. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- G. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches (300 mm) of enclosures to which attached.

- L. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

- M. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

- N. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

- O. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

- P. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

- Q. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

- R. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

- S. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35-mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

- T. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

- U. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

- V. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

- W. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Conduit extending from interior to exterior of building.
 - 3. Conduit extending into pressurized duct and equipment.

4. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
 5. Where otherwise required by NFPA 70.
- X. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
 - d. Attics: 135 deg F (75 deg C) temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F (0.06 mm per meter of length of straight run per degree C) of temperature change for PVC conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- Y. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- Z. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- AA. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.
- BB. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- CC. Locate boxes so that cover or plate will not span different building finishes.
- DD. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- EE. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

FF. Set metal floor boxes level and flush with finished floor surface.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

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

3.4 FIRESTOPPING

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

3.5 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 26 0548

SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Restraint channel bracings.
 - 2. Restraint cables.
 - 3. Seismic-restraint accessories.
 - 4. Mechanical anchor bolts.

1.2 ACTION SUBMITTALS

- A. Delegated-Design Submittal: For each seismic-restraint device.
 - 1. Include design calculations and details for selecting seismic restraints complying with performance requirements, design criteria, and analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 2. Design Calculations: Calculate static and dynamic loading caused by equipment weight, operation, and seismic forces required to select seismic restraints and for designing vibration isolation bases.
 - a. Coordinate design calculations with wind load calculations required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.
 - 3. Seismic Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 - c. Coordinate seismic-restraint and vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.
 - d. In lieu of design analysis and details, preapproval documentation by OSHPD, ICC-ES or another agency acceptable to authorities having jurisdiction are acceptable.

1.3 QUALITY ASSURANCE

- A. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.

- B. Seismic-restraint devices shall have horizontal and vertical load testing and analysis. They shall bear anchorage preapproval from OSHPD in addition to preapproval, showing maximum seismic-restraint ratings, by ICC-ES or another agency acceptable to authorities having jurisdiction. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) that support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading:
 - 1. Design seismic restraints for components for seismic design forces defined in Chapter 13 of ASCE 7-10.
 - a. Design Spectral Response Acceleration at Short Periods, $S_{DS} = 0.600$
 - b. Component Importance Factor, $I_p = 1.0$ for electrical equipment except for components required for life-safety purposes after an earthquake such as egress lighting and fire alarm control panel where $I_p = 1.5$.
 - c. Component Response Modification Factor, R_p : See Table 13.6-1 of ASCE 7-10
 - d. Component Amplification Factor, a_p : See Table 13.6-1 of ASCE 7-10

2.2 RESTRAINT CHANNEL BRACINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Atkore Unistrut
 - 2. B-line, an Eaton business.
 - 3. Hilti, Inc.
 - 4. Mason Industries, Inc.
- B. Description: MFMA-4, shop- or field-fabricated bracing assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end, with other matching components, and with corrosion-resistant coating; rated in tension, compression, and torsion forces.

2.3 RESTRAINT CABLES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Gripple Inc.
 - 2. Kinetics Noise Control, Inc.
 - 3. Vibration & Seismic Technologies, LLC.
 - 4. Vibration Mountings & Controls, Inc.

- B. Restraint Cables: ASTM A 603 galvanized steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; with a minimum of two clamping bolts for cable engagement.

2.4 SEISMIC-RESTRAINT ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Atkore Unistrut
 - 2. B-line, an Eaton business.
 - 3. Kinetics Noise Control, Inc.
 - 4. Mason Industries, Inc.
- B. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.
- C. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings and restraint cables.
- D. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings and matched to type and size of anchor bolts and studs.
- E. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings and matched to type and size of attachment devices used.
- F. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

2.5 MECHANICAL ANCHOR BOLTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. B-line, an Eaton business.
 - 2. Hilti, Inc.
 - 3. Kinetics Noise Control, Inc.
 - 4. Mason Industries, Inc.
- B. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps complying with delegated design submittal requirements.

- B. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods caused by seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.2 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Coordinate the location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork.
- B. Equipment and Hanger Restraints:
 - 1. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
- C. Install cables so they do not bend across edges of adjacent equipment or building structure.
- D. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- E. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- F. Drilled-in Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
 - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
 - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
 - 4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
 - 5. Set anchors to manufacturer's recommended torque using a torque wrench.
 - 6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.3 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where connection is terminated to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

END OF SECTION 260548

SECTION 26 0553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Color and legend requirements for raceways, conductors, and warning labels and signs.
 - 2. Tapes and stencils.
 - 3. Signs.
 - 4. Cable ties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits within Buildings. Identify the covers of each junction and pull box of the following systems with paint as follows:
 - 1. Battery or Generator Backed up Emergency System: Orange
 - 2. Fire Detection and Alarm System: Red
 - 3. Systems with voltage greater than 600V: Yellow
 - 4. Direct current systems (Solar PV system): Green
 - 5. Affix label with black letters on color noted above indicating voltage and system or service type.

- B. Conductor Color-Coding for Phase and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.
1. Utilize factory applied, colored insulation for No. 8 AWG and smaller.
 2. If Authority Having Jurisdiction permits, for sizes larger than No. 8 AWG, where conductors with factory colored insulation are not commonly available, colored non-aging, plastic tape may be field applied. Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
 3. Colors for Three-Phase Wye, 208/120V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Neutral: White.
 4. Colors for Single-Phase, 240/120V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Neutral: White.
 5. Colors for Three-Phase, 480/277V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - d. Neutral: Gray.
 6. Color for Equipment Grounds: Bare copper or Green.
 7. Colors for Isolated Grounds: Green with white stripe.
 8. Lighting Circuit Switched Legs and 3-way/4-way Traveler: Color unique to those listed above.
- C. Warning Label Colors:
1. Identify system voltage with black letters on an orange background.
- D. Warning labels and signs shall include, but are not limited to, the following legends:
1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
 3. Arc Flash Warning: "WARNING – KEEP CLEAR. RISK OF ELECTRIC SHOCK OR ARC FLASH. PPE REQUIRED.".
- E. Equipment Identification Labels:
1. Black letters on a white field.
 2. 1" minimum height letters for service disconnect and emergency shut-off switches.
 3. 1/2" minimum height letters for panelboards, switchboards, relay enclosures and transformers.
 4. 1/4" minimum height letters for disconnect switches and motor starters.

5. 1/8" minimum height letters for device coverplates (where required).

2.3 TAPES AND STENCILS

- A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.
- B. Floor Marking Tape: 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

2.4 SIGNS

- A. Baked-Enamel Signs:
 1. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 3. Nominal Size: 7 by 10 inches (180 by 250 mm).
- B. Laminated Acrylic or Melamine Plastic Signs:
 1. Engraved legend.
 2. Thickness:
 - a. For signs up to 20 sq. in. (129 sq. cm), minimum 1/16 inch (1.6 mm) thick.
 - b. For signs larger than 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick.
 - c. Engraved legend with black letters on white face
 - d. Punched or drilled for mechanical fasteners with 1/4-inch (6.4-mm) grommets in corners for mounting.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black, except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 7000 psi (48.2 MPa).
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
5. Color: Black.

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

3.2 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- D. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.
- E. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- F. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- G. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- H. Cable Ties: General purpose, for attaching tags, except as listed below:
1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:
1. "EMERGENCY POWER."
 2. "FIRE ALARM."
 3. "HIGH VOLTAGE."
 4. "DIRECT CURRENT."
- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive wraparound labels with the conductor designation.
- F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.

- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels.
 - 1. Apply to exterior of door, cover, or other access.
 - 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Power-transfer switches.
 - b. Controls with external control power connections.
- K. Arc Flash Warning Labeling: Self-adhesive labels.
- L. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- M. Emergency Operating Instruction Signs: Self-adhesive labels, Laminated acrylic or melamine plastic signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer and load shedding.
- N. Equipment Identification Labels:
 - 1. Indoor Equipment: Engraved, or melamine plastic label.
 - 2. Equipment to Be Labeled:
 - a. Panelboards: Updated typewritten directory of circuits in the location provided by panelboard manufacturer.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Switchgear.
 - e. Switchboards.
 - f. Transformers.
 - g. Emergency system boxes and enclosures.
 - h. Enclosed switches.
 - i. Enclosed circuit breakers.
 - j. Enclosed controllers.
 - k. Variable-speed controllers.
 - l. Push-button stations.
 - m. Contactors.
 - n. Remote-controlled switches, dimmer modules, and control devices.
 - o. Battery-inverter units.
 - p. Monitoring and control equipment.
 - q. Wiring devices: See specification section "Wiring Devices".

END OF SECTION 260553

SECTION 26 0923
LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Digital wall switches.
 2. Indoor occupancy sensors.
 3. Indoor digital photosensors.
 4. Room controllers.
 5. Lighting contactors.
- B. Related Requirements:
1. Section 262726 "Wiring Devices" for manual light switches.
- C. Acceptable Manufacturer:
1. Basis of design product: Watt Stopper Digital Lighting Management (DLM), or subject to compliance and prior approval with specified requirements of this section.
- D. Substitutions:
1. All proposed substitutions (clearly delineated as such) must be submitted in writing for approval by the design professional a minimum of 10 working days prior to the bid date and must be made available to all bidders. Proposed substitutes must be accompanied by a review of the specification noting compliance on a line-by-line basis.
 2. By using pre-approved substitutions, the contractor accepts responsibility and associated costs for all required modifications to circuitry, devices, and wiring. The contractor shall provide complete engineered shop drawings (including power wiring) with deviations for the original design highlighted in an alternate color to the engineer for review and approval prior to rough-in.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show installation details for occupancy and light-level sensors.
1. Interconnection diagrams showing field-installed wiring.
 2. Include diagrams for power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of lighting control device to include in emergency, operation, and maintenance manuals.

1.5 SYSTEM DESCRIPTION & OPERATION

- A. The Lighting Control and Automation system as defined under this section covers the following equipment:

1. Digital Room Controllers – Self-configuring, digitally addressable one, two or three relays controllers with 0-10 volt control for ballasts (if applicable) and single relay application-specific plug load controllers.
2. Digital Occupancy Sensors – Self-configuring, digitally addressable and calibrated occupancy sensors with LCD display and two-way active infrared (IR) communications.
3. Digital Switches – Self-configuring, digitally addressable pushbutton switches, dimmers, and scene switches with two-way active infrared (IR) communications.
4. Digital Photosensors – Single-zone closed loop and multi-zone open loop daylighting sensors with two-way active infrared (IR) communications can provide switching or dimming control for daylight harvesting.
5. Daylit Areas – All luminaires within 15' of windows or within 7' of skylights (the daylit zone) shall be controlled separately from luminaires outside of daylit zones. Luminaires closest to the daylight aperture shall be controlled separately from luminaires farther from the daylight aperture, within the daylight zone.
6. Configuration Tools – Handheld remote for room configuration provides two way infrared (IR) communications to digital devices and allows complete configuration and reconfiguration of the device / room from up to 30 feet away. Unit to have Organic LED display, simple pushbutton interface, and allow send and receive of room variables and store of occupancy sensor settings. Computer software also customizes room settings.
7. Handheld remotes for personal control – One-button dimming, two-button on/off, or five-button scene remotes provide control using infrared communications. Remote may be configured in the field to control selected loads or scenes without special tools.
8. Digital Lighting Management (DLM) local network – Free topology, plug-in wiring system (Cat 5e) for power and data to room devices.

1.6 WARRANTY

- A. Provide a five year complete manufacturer's warranty on all products to be free of manufacturers' defects.

PART 2 - PRODUCTS

2.1 DIGITAL WALL OR CEILING MOUNTED OCCUPANCY SENSOR SYSTEM

- A. Wall or ceiling mounted (to suit installation) passive infrared (PIR), ultrasonic or dual technology digital (passive infrared and ultrasonic) occupancy sensor. Furnish the Company's system which accommodates the square-foot coverage requirements for each area controlled, utilizing room controllers, digital occupancy sensors and accessories which suit the lighting and electrical system parameters.
- B. Digital Occupancy Sensors shall provide graphic LCD display for digital calibration and electronic documentation. Features include the following:
 1. Digital calibration and pushbutton programming for the following variables:
 - a. Sensitivity – 0-100% in 10% increments
 - b. Time delay – 1-30 minutes in 1 minute increments
 - c. Test mode – Five second time delay
 - d. Detection technology – PIR, Ultrasonic or Dual Technology activation and/or re-activation.
 - e. Walk-through mode
 - f. Load parameters including Auto/Manual-ON, blink warning, and daylight enable/disable when photosensors are included in the DLM local network.

2. One or two RJ-45 port(s) for connection to DLM local network.
 3. Two-way infrared (IR) transceiver to allow remote programming through handheld commissioning tool and control by remote personal controls.
 4. Device Status LEDs including:
 - a. PIR Detection
 - b. Ultrasonic detection
 - c. Configuration mode
 - d. Load binding
 5. Assignment of occupancy sensor to a specific load within the room without wiring or special tools.
 6. Manual override of controlled loads.
- C. Units shall not have any dip switches or potentiometers for field settings.
- D. Multiple occupancy sensors may be installed in a room by simply connecting them to the free topology DLM local network. No additional configuration will be required.
- E. WattStopper product numbers: LMPX, LMDX, LMPC, LMUC, LMDC

2.2 DIGITAL WALL SWITCHES

- A. Low voltage momentary pushbutton switches in 1, 2, 3, 4, 5 and 8 button configuration; available in white, light almond, ivory, grey and black; compatible with wall plates with decorator opening. Wall switches shall include the following features:
1. Two-way infrared (IR) transceiver for use with personal and configuration remote controls.
 2. Removable buttons for field replacement with engraved buttons and/or alternate color buttons. Button replacement may be completed without removing the switch from the wall.
 3. Red configuration LED on each switch that blinks to indicate data transmission.
 4. Blue Load/Scene Status LED on each switch button with the following characteristics:
 - a. Bi-level LED
 - b. Dim locator level indicates power to switch
 - c. Bright status level indicates that load or scene is active
 5. Dimming switches shall include seven bi-level LEDs to indicate load levels using 14 steps.
- B. Two RJ-45 ports for connection to DLM local network.
- C. Multiple digital wall switches may be installed in a room by simply connecting them to the free topology DLM local network. No additional configuration will be required to achieve multi-way switching.
- D. The following switch attributes may be changed or selected using a wireless configuration tool:
1. Load and Scene button function may be reconfigured for individual buttons (from Load to Scene, and vice versa).
 2. Individual button function may be configured to Toggle, On only or Off only.
 3. Individual scenes may be locked to prevent unauthorized change.

4. Fade Up and Fade Down times for individual scenes may be adjusted from 0 seconds to 18 hours.
 5. Ramp rate may be adjusted for each dimmer switch.
 6. Switch buttons may be bound to any load on a room controller and are not load type dependant; each button may be bound to multiple loads.
- E. WattStopper product numbers: LMSW-101, LMSW-102, LMSW-103, LMSW-104, LMSW-105, LMSW-108, LMDM-101.

2.3 HANDHELD REMOTE CONTROLS

- A. Battery-operated handheld switches in 1, 2 and 5 button configuration for remote switching or dimming control. Remote controls shall include the following features:
1. Two-way infrared (IR) transceiver for line of sight communication with DLM local network within up to 30 feet.
 2. Blue LED on each button confirms button press.
 3. Load buttons may be bound to any load on a room controller and are not load type dependant; each button may be bound to multiple loads.
 4. Inactivity timeout to save battery life.
- B. A wall mount holster and mounting hardware shall be included with each remote control
- C. WattStopper part numbers: LMRH-101, LMRH-102, LMRH-105.

2.4 ROOM CONTROLLERS

- A. Room Controllers automatically bind the room loads to the connected devices in the space without commissioning or the use of any tools. Room Controllers shall be provided to match the room lighting load and control requirements. The controllers will be simple to install and will not have, dip switches, potentiometers or require special configuration. The control units will include the following features:
1. Automatic room configuration to the most energy-efficient sequence of operation based upon the devices in the room.
 2. Simple replacement – Using the default automatic configuration capabilities, a room controller may be replaced with an off-the-shelf unit without requiring any configuration or setup.
 3. Device Status LEDs to indicate:
 - a. Data transmission
 - b. Device has power
 - c. Status for each load
 - d. Configuration status
 4. Quick installation features including:
 - a. Standard junction box mounting
 - b. Quick low voltage connections using standard RJ-45 patch cable
 5. Plenum rated

6. Manual override and LED indication for each load
 7. Dual voltage (120/277 VAC, 60 Hz)
 8. Zero cross circuitry for each load.
- B. On/Off Room Controllers shall include:
1. One or two relay configuration
 2. Efficient 150 mA switching power supply
 3. Three RJ-45 DLM local network ports
 4. Discrete model listed for connection to receptacles, for occupancy-based control of plug loads within the space.
 - a. One relay configuration only
 - b. Automatic-ON/OFF configuration
 5. WattStopper product numbers: LMRC-101, LMRC-102, LMPL-101
- C. On/Off/Dimming enhanced Room Controllers shall include:
1. Real time current monitoring
 2. One, two or three relay configuration
 3. Efficient 250 mA switching power supply
 4. Four RJ-45 DLM local network ports.
 5. One 0-10 volt analog output per relay for control of compatible ballasts and LED drivers.
 6. Optional Network Bridge for BACnet MS/TP communications (LMRC-3xx).
 7. The following dimming attributes may be changed or selected using a wireless configuration tool:
 - a. Establish preset level for each load from 0-100%
 - b. Set high and low trim for each load
 - c. Set lamp burn in time for each load up to 100 hours
 8. Discrete model listed for connection to receptacles, for occupancy-based control of plug loads within the space.
 - a. One relay configuration only
 - b. Automatic-ON/OFF configuration
 9. WattStopper product numbers: LMRC-211, LRMC-212, LRMC-213, LMPL-201, LMRC-311, LMRC-312, LMRC-313.

2.5 DIGITAL PHOTSENSORS

- A. Digital photosensors work with room controllers to provide automatic switching or dimming daylight harvesting capabilities for any load type connected to a room controller. Closed loop photosensors measure the ambient light in the space and control a single lighting zone. Open loop photosensors measure incoming daylight in the space, and are capable of controlling up to three lighting zones. Photosensors shall be interchangeable without the need for rewiring.
- B. Digital photosensors include the following features:

1. An internal photodiode that measures only within the visible spectrum, and has a response curve that closely matches the photopic curve. The photodiode shall not measure energy in either the ultraviolet or infrared spectrums. The photocell shall have a sensitivity of less than 5% for any wavelengths less than 400 nanometers or greater than 700 nanometers.
 2. Sensor light level range shall be from 1-10,000 footcandles (fc).
 3. The capability of switching one-third, one-half or all lighting ON and OFF, or raising or lowering lighting levels, for each controlled zone, depending on the selection of room controller(s) and load binding to room controller(s).
 4. For switching daylight harvesting, the photosensor shall provide a deadband or a separation between the "ON Setpoint" and the "OFF Setpoint" that will prevent the lights from cycling after they turn off.
 5. For dimming daylight harvesting, the photosensor shall provide the option, when the daylight contribution is sufficient, of turning lights off or dimming lights to a user-selectable minimum level.
 6. Optional programmable wall switch override to allow occupants to reduce lighting level to increase energy savings or, if permitted by system administrator, raise and lower lighting levels for a selected period of time or cycle of occupancy.
 7. Infrared (IR) transceiver for configuration and/or commissioning with a handheld configuration tool, to transmit detected light level to wireless configuration tool, and for communication with personal remote controls.
 8. Red configuration LED that blinks to indicate data transmission.
 9. Blue status LED indicates test mode, override mode and load binding.
 10. Recessed switch to turn controlled load(s) ON and OFF.
 11. One RJ-45 port for connection to DLM local network.
 12. An adjustable head and a mounting bracket to accommodate multiple mounting methods and building materials. The photosensor may be mounted on a ceiling tile, skylight light well, suspended lighting fixture or backbox.
- C. Closed loop digital photosensors include the following additional features:
1. An internal photodiode that measures light in a 100 degree angle, cutting off the unwanted light from bright sources outside of this cone.
 2. Automatic self-calibration, initiated from the photosensor, a wireless configuration tool or a PC with appropriate software.
 3. Automatically establishes setpoints following self-calibration.
 4. A sliding setpoint control algorithm for dimming daylight harvesting with a "Day Setpoint" and the "Night Setpoint" to prevent the lights from cycling.
 5. WattStopper Product Number: LMLS-400.
- D. Open loop digital photosensors include the following additional features:
1. An internal photodiode that measures light in a 60 degree angle cutting off the unwanted light from the interior of the room.
 2. Automatically establishes setpoints following calibration using a wireless configuration tool or a PC with appropriate software.
 3. A proportional control algorithm for dimming daylight harvesting with a "Setpoint" to be maintained during operation.

4. WattStopper Product Number: LMLS-500.

2.6 ROOM NETWORK (DLM Local Network)

- A. The DLM local network is a free topology lighting control physical connection and communication protocol designed to control a small area of a building. Digital room devices connect to the network using CAT 5e cables with RJ-45 connectors which provide both data and power to room devices. Features of the DLM local network include:
 1. Plug n' Go automatic configuration and binding of occupancy sensors, switches and lighting loads to the most energy-efficient sequence of operation based upon the device attached.
 2. Simple replacement of any device in the network with a standard off the shelf unit without requiring commissioning, configuration or setup.
 3. Push n' Learn configuration to change the automatic configuration, including binding and load parameters without tools, using only the buttons on the digital devices in the local network.
 4. Two-way infrared communications for control by handheld remotes, and configuration by a handheld tool including adjusting load parameters, sensor configuration and binding, within a line of sight of up to 30 feet from a sensor, wall switch or IR receiver.

2.7 CONFIGURATIONS TOOLS

- A. A configuration tool facilitates optional customization of DLM local networks, and is used to set up open loop daylighting sensors. A wireless configuration tool features infrared communications, while PC software connects to each local network via a USB interface.
- B. Features and functionality of the wireless configuration tool shall include:
 1. Two-way infrared (IR) communication with DLM IR-enabled devices within a range of approximately 30 feet.
 2. High visibility organic LED (OLED) display, pushbutton user interface and menu-driven operation.
 3. Read, modify and send parameters for occupancy sensors, daylighting sensors, room controllers and buttons on digital wall switches.
 4. Save up to nine occupancy sensor setting profiles, and apply profiles to selected sensors.
 5. Temporarily adjust light level of any load(s) on the local network, and incorporate those levels in scene setting.
 6. Adjust or fine-tune daylighting settings established during auto-commissioning, and input light level data to complete commissioning of open loop daylighting controls.
- C. WattStopper Product Numbers: LMCT-100, LMCI-100/LMCS-100

2.8 LIGHTING CONTACTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
 1. Allen-Bradley/Rockwell Automation.
 2. ASCO Power Technologies, LP; a division of Emerson Electric Co.
 3. Eaton Corporation.
 4. General Electric Company; GE Consumer & Industrial - Electrical Distribution; Total Lighting Control.
 5. Square D; a brand of Schneider Electric.

- B. Description: Electrically operated and electrically held, combination-type lighting contactors with nonfused disconnect, complying with NEMA ICS 2 and UL 508.
 - 1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less total harmonic distortion of normal load current).
 - 2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
 - 3. Enclosure: Comply with NEMA 250.

2.9 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. When using wire for connections other than the DLM local network (Cat 5e with RJ-45 connectors), provide detailed point to point wiring diagrams for every termination. Provide wire specifications and wire colors to simplify contactor termination requirements
- B. Install the work of this Section in accordance with manufacturer's printed instructions unless otherwise indicated.
- C. Calibrate all sensor time delays and sensitivity to guarantee proper detection of occupants and energy savings.
 - 1. Adjust time delay so that controlled area remains lighted for 5 minutes after occupant leaves area.
- D. Provide written or computer-generated documentation on the commissioning of the system including room by room description including:
 - 1. Sensor parameters, time delays, sensitivities, and daylighting setpoints.
 - 2. Sequence of operation, (e.g. manual ON, Auto OFF. etc.)
 - 3. Load Parameters (e.g. blink warning, etc.)

3.2 WIRING INSTALLATION

- A. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. All low voltage cabling shall meet manufactures requirements.
- C. Low voltage cables do not require raceway in accessible ceilings. Cabling shall be cleanly organized and supported by J-Hooks or approved methods every 6 feet.
- D. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- E. Size conductors according to lighting control device manufacturer's written instructions unless otherwise indicated.

- F. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.3 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 260553 "Identification for Electrical Systems."
 - 1. Identify controlled circuits in lighting contactors.
 - 2. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Lighting control devices will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.5 ADJUSTING

- A. Occupancy Adjustments: Provide one on-site visit eight months from date of substantial completion to assist in adjusting sensors to suit actual occupied conditions. In addition to the one required visit, when requested within 12 months from date of Substantial Completion, provide one additional on-site assistance in adjusting sensors to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.
 - 1. For occupancy and motion sensors, verify operation at outer limits of detector range. Set time delay to suit Owner's operations.
 - 2. For daylighting controls, adjust set points and deadband controls to suit Owner's operations.
 - 3. Align high-bay occupancy sensors using manufacturer's laser aiming tool.

3.6 DEMONSTRATION

- A. Coordinate demonstration of products specified in this Section with demonstration requirements for low-voltage, programmable lighting control systems specified in Section 260943.13 "Addressable-Fixture Lighting Controls" and Section 260943.23 "Relay-Based Lighting Controls."
- B. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices.
 - 1. Commission and Train owner's personnel at time of substantial completion.
 - 2. 8 months after substantial completion Commission and Train owner's personnel.

END OF SECTION 260923

SECTION 26 2726

WIRING DEVICES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Snap switches.

1.02 ADMINISTRATIVE REQUIREMENTS

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

1.03 ACTION SUBMITTALS

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

1.04 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

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

2.02 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with the requirements in this Section.

2.03 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 5351 (single), CR5362 (duplex).
 - b. Hubbell; HBL5351 (single), HBL5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5361 (single), 5362 (duplex).
 - 2. Provide Tamper-Resistant receptacles where required per NEC 406.12.C.
 - a. Leviton; T5820 (duplex).

2.04 GFCI RECEPTACLES

- A. General Description:
 - 1. Straight blade, non-feed-through type.
 - 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
 - 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; VGF20.
 - b. Hubbell; GFR5352L.
 - c. Pass & Seymour; 2095.
 - d. Leviton; 7590.
 - 2. Provide Tamper-Resistant receptacles where required per NEC 406.12.C.
 - a. Leviton; GFTR2.

2.05 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Single Pole:
 - 1) Cooper; AH1221.
 - 2) Hubbell; HBL1221.
 - 3) Leviton; 1221-2.
 - 4) Pass & Seymour; CSB20AC1.
 - b. Two Pole:
 - 1) Cooper; AH1222.
 - 2) Hubbell; HBL1222.
 - 3) Leviton; 1222-2.
 - 4) Pass & Seymour; CSB20AC2.
 - c. Three Way:
 - 1) Cooper; AH1223.
 - 2) Hubbell; HBL1223.
 - 3) Leviton; 1223-2.

- 4) Pass & Seymour; CSB20AC3.
- d. Four Way:
 - 1) Cooper; AH1224.
 - 2) Hubbell; HBL1224.
 - 3) Leviton; 1224-2.
Pass & Seymour; CSB20AC4.

C. Pilot-Light Switches, 20 A:

- 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; AH1221PL for 120 and 277 V.
 - b. Hubbell; HBL1201PL for 120 and 277 V.
 - c. Leviton; 1221-LH1.
Pass & Seymour; PS20AC1RPL for 120 V, PS20AC1RPL7 for 277 V.
- 2. Description: Single pole, with lighted handle, illuminated when switch is "off."

D. Key-Operated Switches, 120/277 V, 20 A:

- 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; AH1221L.
 - b. Hubbell; HBL1221L.
 - c. Leviton; 1221-2L.
Pass & Seymour; PS20AC1-L.
- 2. Description: Single pole, with factory-supplied key in lieu of switch handle.

2.06 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 1. Material for Finished Spaces: Smooth, high-impact thermoplastic.
 - a. For new surface-mount devices on existing walls: Wall plate shall match surface-mount metal raceway. Provide as White, or as selected by Architect.

2.07 FINISHES

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

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.

2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailling existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles up and on horizontally mounted receptacles to the left.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Dimmers:
1. Install dimmers within terms of their listing.
 2. Verify that dimmers used for fan speed control are listed for that application.
 3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.
- H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

3.02 GFCI RECEPTACLES

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

3.03 FIELD QUALITY CONTROL

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

3.04 IDENTIFICATION

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

END OF SECTION 262726

SECTION 26 5100

LED LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior lighting fixtures.
 - 2. Lighting fixture supports.
- B. Related Sections:
 - 1. Section 260923 "Lighting Control Devices" for control of lighting, including digital switches, photoelectric relays, and occupancy sensors.
 - 2. Section 262726 "Wiring Devices".

1.3 DEFINITIONS

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

1.4 PRIOR APPROVAL

- A. Prior approvals are required where noted on the Luminaire Schedule.
 - 1. All material supplied to the project must meet or exceed the quality, performance, and have similar features to the product originally specified. It is the contractor's responsibility to ensure that substituted equipment matches the exterior dimensions, weight, and configuration of the specified equipment.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of lighting fixture including dimensions.
 - 2. Emergency lighting units including battery and charger.
 - 3. Energy-efficiency data.
 - 4. Life, output (lumens, CCT, and CRI), and energy-efficiency data.
 - 5. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
 - a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Installation instructions.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Plastic Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Fixture-mounted, emergency battery pack: One for every 50 emergency lighting unit.
 - 3. Power Supply: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 4. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.
 - 5. Drivers: 1 for every 50 of each type and rating installed. Furnish at least one of each type.
 - 6. LED Boards: 1 for every 50 of each type and rating installed. Furnish at least one of each type.

1.8 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NFPA 70.

1.9 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.
- B. Fire rated assemblies: Fixtures installed in fire rated assemblies shall maintain the fire rating of said assembly. Contractor is required to coordinate with Architectural draws to verify assembly ratings.
- C. Insulated ceiling space: Fixtures installed in an insulated ceiling be IC rated or manufacturer recommended clearances between fixture and insulation. Contractor is required to coordinate with Architectural draws to verify insulated areas above ceilings.

1.10 WARRANTY

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, product(s) indicated on Drawings.
 - 1. LED Flat Panels: Acceptable manufactures are limited to the following:
 - a. Lithonia
 - b. Axlen
 - c. Philips Daybrite.

2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Standards:
 - 1. ENERGY STAR certified.
 - 2. California Title 24 compliant.
 - 3. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
 - 4. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
 - 5. UL Listing: Listed for damp location.
 - 6. Recessed luminaires shall comply with NEMA LE 4.
- C. CRI of minimum 82.
- D. CCT 3500 K.

- E. Rated lamp life of **50,000** hours to L70.
- F. Lamps dimmable from 100 percent to 10 (Minimum) percent of maximum light output.
- G. Internal driver.
- H. Minimum Efficacy:
 - 1. Troffers or flat panels: 100 lm/W.
 - 2. Downlights: 70 lm/W.
 - 3. Linear: 85 lm/W.
- I. Nominal Operating Voltage: 120-277V.
- J. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
- K. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- L. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during maintenance and when secured in operating position.
- M. Diffusers and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
 - b. UV stabilized.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
- N. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp and ballast characteristics:
 - a. "USE ONLY" and include specific LED type.
 - b. LED board model and serial number with company contact information for reordering.
 - c. CCT and CRI for all luminaires.

2.3 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
 - 1. Lamps for AC Operation: LEDs, 50,000 hours minimum rated lamp life.
 - 2. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.

- a. Battery: Sealed, maintenance-free, nickel-cadmium type.
- b. Charger: Fully automatic, solid-state type with sealed transfer relay.
- c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
- d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
- e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
- f. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.4 LED ASSEMBLIES

- A. Products UL rated for 40 degree C (104 degrees F) ambient environments.
- B. All products compliant with EISNA LM-79 and LM-80 standards.

2.5 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Section 260529 "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch (13-mm) steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- E. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- F. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lighting fixtures:
 - 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
 - 2. Install lamps in each luminaire.
- B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.

- C. Remote Mounting of power supplies: Distance between the power supply and fixture shall not exceed that recommended by power supply manufacturer. Verify, with power supply manufacturers, maximum distance between ballast and luminaire.
- D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 - 1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners.
 - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.
 - 4. Install at least two independent support rods or wires from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.
- E. Suspended Lighting Fixture Support:
 - 1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
 - 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.
- F. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

- A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.3 INSULATED CEILING SPACES

- A. Provide IC rated fixture assemblies or manufacturer recommended clearances between fixture and insulation.

3.4 FIRE RATED ASSEMBLIES

- A. Provide fire rated fixture assemblies or a third party fire rated cover.
 - 1. Fire rated covers
 - a. Provide manufacturer recommended clearances for all non IC rated fixtures.

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Test in accordance with IESNA TM-21.
- C. Luminaire will be considered defective if it does not pass operation tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 265100