

PROJECT MANUAL FOR:

# Campus Fire Hydrant Upgrades

MONTANA STATE UNIVERSITY  
BOZEMAN, MONTANA

**November 17, 2023**

**PPA No. 22-0574**



**MONTANA  
STATE UNIVERSITY**

UNIVERSITY FACILITIES MANAGEMENT  
BOZEMAN, MONTANA  
PHONE: (406) 994-5413 FAX: (406) 994-5665



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## CONTRACT DOCUMENTS

### Included in this Project Manual:

State of Montana General Conditions

MSU Supplemental Conditions

The following documents to be used for construction are not included in the printed project manual.

These MSU Forms can be downloaded from our website:

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

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**For most current Montana Prevailing Wage Rates applicable to this project download from this site: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>**

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**UNIVERSITY FACILITIES MANAGEMENT**

Sixth Avenue and Grant Street  
P.O. Box 172760 • Bozeman, Montana 59717-2760  
Phone: (406) 994-5413 • Fax: (406) 994-5665

**PERMIT NOTICE**

Project includes work on MSU owned utility systems. The plans and specifications have been reviewed and approved by Montan Department of Environmental Quality.

Contractor shall obtain street cut permits through the City of Bozeman for all work within public streets. Groundwater dewatering may be required. Contractor to obtain groundwater permit. The contractor will pay all permit fees.

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 **Tuesday, December 19<sup>th</sup>, 2023**, and will be publicly opened and read aloud in the offices of **MSU University Facilities Management, Plew Building, 6<sup>th</sup> & Grant, Bozeman, Montana**, for: **Campus Fire Hydrant Upgrades, PPA No. 22-0574**.

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

**Montana State University**  
**UNIVERSITY FACILITIES MANAGEMENT**  
**Plew Building, 6<sup>th</sup> & Grant**  
**PO Box 172760**  
**Bozeman, Montana 59717-2760**

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

***A PRE-BID WALK-THROUGH IS SCHEDULED FOR Wednesday, November 29<sup>th</sup>, 2023, AT 9:00 AM PARTICIPANTS SHOULD MEET AT: Plew Building, 6th & Grant Street, 2<sup>nd</sup> Floor Conference Room. 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 \$150,000.

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 **base bid items by July 31, 2024 and the alternate items by October 31, 2024**.

*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

## INSTRUCTIONS TO BIDDERS

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**Provided in the Printed Project Manual:**

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Instruction to Bidders  
Bid Proposal, Form 098  
Sample Standard Form of Contract  
State of Montana General Conditions  
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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  
Buy-Safe Montana Form

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

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

Substitution Request, Form 99  
Schedule of Values, Form 100

**For most current Montana Prevailing Wage Rates applicable to this project download from this site: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>**

2. Viewing of Contract Documents

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

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

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

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

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

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

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

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

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

3.1. Contract Documents may be obtained at the office of:

**MONTANA STATE UNIVERSITY  
UNIVERSITY FACILITIES MANAGEMENT  
PLEW BUILDING 1st FLOOR  
6TH AND GRANT  
BOZEMAN, MONTANA 59717-2760  
406/994-5413**

3.2. All borrowed Contract Documents shall be returned to University Facilities Management 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:

**Megan Sterl, Project Manager  
Montana State University  
University Facilities Management  
6<sup>th</sup> and Grant, PO Box 172760  
Bozeman, Montana 59717-2760  
Ph: 406/994-6544; 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  
UNIVERSITY FACILITIES MANAGEMENT  
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: **MSU Campus Fire Hydrant Upgrades**  
Location: **Montana State University Bozeman Campus**  
MSU PPA Project Number: **22-0574**  
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, University Facilities Management. 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 \$150,000, 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 \$150,000, 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 \$150,000.)**
- 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. Buy Safe Montana Provisions
  - 16.1. The successful bidder who is awarded the contract for construction shall provide their incident rate, experience modification ratio (EMR) and loss ratio via the Buy-Safe Montana form with the Award documents.
17. Time of Completion
  - 17.1. Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the base bid items by July 31, 2024, and substantially complete the alternate bid items by October 31, 2024.

17.2. project by October 31, 2024.

17.3. Actual damages may be assessed pursuant to the General Conditions. The Contractor acknowledges and understands that the Owner may suffer loss for every day of delay Final Acceptance is not achieved. Nothing contained in this waiver of liquidated damages shall be deemed to preclude an award of actual damages in accordance with Paragraphs 4.3 through 4.6 of the General Conditions of the Contract for Construction.

**~END OF INSTRUCTIONS~**



BID PROPOSAL
CAMPUS FIRE HYDRANT UPGRADES
PPA No. 22-0574

TO:
State of Montana, Montana State University
University Facilities Management
Attn: 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 Allied Engineering Services, Inc., 32 Discovery Drive, Bozeman, MT 59718, 406-582-0221, 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: REPLACEMENT OF HYDRANTS #58, 59, 61, 68 AND 73, AND ANY OTHER CHANGES AS INDICATED ON THE PLANS.

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

ALTERNATE NO. 1: ADD REPLACEMENT OF HYDRANTS #22, 27, 53, 55 AND 56, AND ANY OTHER CHANGES AS INDICATED ON THE PLANS.

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 REPLACEMENT OF HYDRANTS #62, 63, 64, 65 AND 72 ANY OTHER CHANGES AS INDICATED ON THE PLANS.

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

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

**ALTERNATE NO. 3: ADD THE REPLACEMENT OF HYDRANT #13, AND ANY OTHER CHANGES AS INDICATED ON THE PLANS.**

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: \_\_\_\_\_

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

Construction Contractor  
Registration No.: \_\_\_\_\_

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

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

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

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

Bid Proposals entitled to consideration shall be signed by the proper representative of the firm submitting the proposal as follows (Initial which requirement you meet):

- The principal of a single owner firm;
- A principal of a partnership firm;
- 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 (attach a copy of the resolution),
- 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.

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

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

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



**GENERAL CONDITIONS  
OF THE CONTRACT FOR CONSTRUCTION**

**State of Montana Version**  
(Form Revision Date: 10/25/2023)

# FRONT PAGE HIGHLIGHTS

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

ITEM	REFERENCE	GENERAL CONDITIONS
Prevailing Wage Rates	<a href="#">Article 3.4.4</a>	The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA.
Warranty	<a href="#">Article 3.5.2</a>	The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project.
Schedule	<a href="#">Article 3.10.1</a>	The Contractor's schedule shall be in the "Critical Path Method" and shall be in a form that is acceptable to the Owner and meet all the conditions of 3.10.
Time Limit on Claims	<a href="#">Article 4.3.1.1</a>	Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such claim.
Weather Delays	<a href="#">Article 4.3.5.2</a>	If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the current critical- path scheduled construction activities.
Waiver of Consequential Damages	<a href="#">Article 4.3.6</a>	The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract.
Mediation & Arbitration	Article <a href="#">4.5</a> & <a href="#">4.6</a>	The parties shall endeavor to resolve their Claims by mediation unless the parties mutually agree otherwise. Claims not resolved by mediation shall be decided by arbitration.
Changes	<a href="#">Article 7</a>	Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
Change Order Allowable Costs	<a href="#">Article 7.2.2.1</a>	As described with a 5% allowance for overhead and a 10% allowance for profit.
Time	<a href="#">Article 8</a>	Time is of the essence in performance, coordination, and completion of the Work contemplated herein.
Liquidated Damages	<a href="#">Article 8.1.6</a>	The Contractor and his surety shall be liable for and shall pay to the Owner the sums stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete.
Contract Duration/Milestones/Phases	<a href="#">Article 8.1.9</a>	All Work shall reach Substantial Completion by the date(s) listed or within the consecutive calendar days indication after the start date on the written Notice To Proceed.
Applications for Payment	<a href="#">Article 9.3.2</a>	The Owner has thirty-five (35) calendar days after receipt for approval of the Contractor's Pay Request without being subject to the accrual of interest.
Retainage	<a href="#">Article 9.3.7</a>	Until the Work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work.
Safety & Protection	<a href="#">Article 10</a>	The Contractor shall be solely responsible for initiating, maintaining and supervising all safety, safety precautions, and safety programs in connection with the performance of the Contract.
Indemnification and Insurance Requirements	<a href="#">Article 11</a>	The Contractor shall indemnify the Owner against the Contractor's negligence. The Contractor shall least carry Workers' Comp, General Liability, Automobile/Equipment, and Property (all-risk) Insurance Coverages as identified. State of Montana shall be listed as an additional insured with copy of ENDORSEMENT provided along with certificates of insurance. No waivers of subrogation shall be accepted.
Performance & Payment Bonds	<a href="#">Article 11.7</a>	The Contract shall furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract. The Contractor shall also furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
Payroll & Basic Records	<a href="#">Article 13.8</a>	Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst or his authorized representative at mutually convenient times. Accounting records shall be kept by the Contractor for a period of three years after the date of the Owner's Final Acceptance of the Project.



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# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(Form Revision Date: MSU 5/2021)

## 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.

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

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

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

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

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

1.1.1.2. 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**

- 1.3.1. 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**

- 1.4.1. 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.

## **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**

- 2.2.1. 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**

- 2.3.1. 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.

## **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.
- 3.1.7. Buy-Safe Montana Provision: The Owner shall review the Buy-Safe Montana Form provided by the Bidder under Articles 16 of the Instructions to Bidders. To promote a safe work environment, the Owner encourages an incidence rate less than the latest average for non-residential building construction for Montana as established by the federal Bureau of Labor Statistics for the prior year; an experience modification rating (EMR) less than 1.0; and a loss ratio of less than 100%. The Contractor with a greater-than-average incidence rate, an EMR greater than 1.0, and a loss ratio of more than 100% shall schedule and obtain a Comprehensive Safety Consultation from the Montana Department of Labor & Industry, Employment Relations Division, Safety Bureau before the Owner grants Substantial Completion of the Work. For assistance in obtaining the Comprehensive Safety Consultation, visit <http://erd.dli.mt.gov/safety-health/onsite-consultation>.

### **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 bear 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 probable 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.

## **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 inspect 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.

4.3.2.1. 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.

4.3.3.1. 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.

4.3.3.2. 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.

4.3.3.3. 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.

4.3.3.4. 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 & Clack 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.

## **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.

- 5.2.5. Buy-Safe Montana Provision: Before commencement of each subcontractor's portion of the Work, the Contractor shall obtain each subcontractor's incidence rate, experience modification rate, and loss ratio. The Contractor shall endeavor--but is not required--to use subcontractors whose incidence rate is less than the latest average for non-residential building construction for Montana as established by the Federal Bureau of Labor Statistics for the prior year; whose experience modification rating (EMR) is less than 1.0; and whose loss ratio is less than 100%. Contractor shall require any of its subcontractors who, based on the safety information that the Contractor obtains, have greater-than-average incidence rate, an EMR greater than 1.0, and a loss ratio of more than 100%, to schedule and obtain a Comprehensive Safety Consultation from the Montana Department of Labor & Industry, Employment Relations Division, Safety Bureau before substantial completion of each such subcontractor's portion of the Work. For assistance in obtaining the Comprehensive Safety Consultation, visit <http://erd.dli.mt.gov/safety-health/onsite-consultation>.

### **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.

### **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 Paragraph 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.

## **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.

### **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; or,

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.

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

8.1.9. Contract Time. All work shall reach Substantial Completion by: **See Instructions to Bidders.** The Owner will issue a written NOTICE TO PROCEED and finalized contract.

## **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.

## **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, for all contracts above \$80,000 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 Contractor's 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 Company to Final Payment (Form 103); 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.

## **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.

## **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;**
- 11.4.2. 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.

- 11.4.3. 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.
- 11.4.4. 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.
- 11.4.5. 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/Portal/62/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/Portal/62/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. For contracts equal to or greater than \$150,000 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.

## **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.

## **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.

## **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.

### **ARTICLE 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 NOVEMBER 2023)

## 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.**

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

Littering any university property, whether owned or leased, with the remains of tobacco products is prohibited.

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

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

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

### **4.6. ARBITRATION**

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

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

## **ARTICLE 7 – CHANGES IN WORK**

### **7.2 CHANGE ORDERS**

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

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

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

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

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

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

## **ARTICLE 8 - TIME**

### **8.1. DEFINITIONS**

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

## **8.2. PROGRESS AND COMPLETION**

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

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

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

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

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

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

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

### **9.8. SUBSTANTIAL COMPLETION**

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

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

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

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

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

**9.10.2.4 Insert** in the first line after the word "(Form 103)": "for contracts greater than or equal to \$150,000"

## **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 re-terminations 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 \$150,000".

## **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”.

### **13.9 EMERGENCY AND PUBLIC SAFETY**

Montana State University has an Emergency and Public Safety Alert System that warns the campus community in the event of an emergency or public safety event. Because contractors, consultants, and vendors are considered members of the campus community when working on campus, they must be familiar with the alert system and understand when the system is used. Montana State University requires all contractors, consultants, vendors, and their employees working on or entering the MSU-Bozeman campus to register for the Emergency and Public Safety Alert System. The link to register is: <http://www.montana.edu/msualert/>.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

## **Cost Estimate to Re-key Buildings**

Access to campus buildings is controlled for safety and security reasons. As a key holder the contractor is responsible for following processes associated with maintaining the integrity of our access control program. If a key is lost the contractor is liable for costs associated with ensuring access control is maintained. In some cases that requires re-keying an entire building or key sequence. Cost can range from \$2,000 to over \$200,000 depending on building and key hierarchy.

**MONTANA  
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2023**

**Effective: January 14, 2023**

*Greg Gianforte, Governor  
State of Montana*

*Laurie Esau, Commissioner  
Department of Labor & 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 [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact:

Employment Standards Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59601  
Phone 406-444-6543

**The department 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 [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or by contacting the department at (406) 444-6543.

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 [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact the department at (406) 444-6543.

Laurie Esau  
Commissioner  
Department of Labor and Industry  
State of Montana

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## **A. Date of January 14, 2023**

## **B. Definition of Heavy Construction**

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(a), states “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’”

*Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”*

## **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 Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the department at (406) 444-6543.

## **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. 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, Miles City, Missoula and Sidney.”*

## **I. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(25), 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 H above for a list of dispatch cities.

## **J. Computing Travel Benefits**

ARM, 24.17.103(23), 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 H above for a list of dispatch cities.

## **K. Per Diem**

ARM, 24.17.103(19), 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.”*

## **L. 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.

### **M. 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.”

### **N. Employment Preference**

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

### **O. 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”*

### **P. Occupations Definitions**

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

[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

### **Q. Welder Rates**

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

### **R. 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.

**S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants** The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

# WAGE RATES

## BOILERMAKERS

<b>Wage</b>	<b>Benefit</b>
\$34.12	\$31.68

### Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

### Travel:

#### All Districts

0-120 mi. free zone

>120 mi. federal mileage rate/mi.

### Special Provision:

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

### Per Diem:

#### All Districts

0-70 mi. free zone

>70-120 mi. \$65.00/day

>120 mi. \$80.00/day

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## BRICK, BLOCK, AND STONE MASONS

<b>Wage</b>	<b>Benefit</b>
\$32.32	\$16.78

### Travel:

0-70 mi. free zone

>70-90 mi. \$60.00/day

>90 mi. \$80.00/day

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## CARPENTERS

<b>Wage</b>	<b>Benefit</b>
\$33.50	\$14.07

### Zone Pay:

0-30 mi. free zone

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

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

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## CEMENT MASONS AND CONCRETE FINISHERS

### No Rate Established

### Duties Include:

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

### Zone Pay:

No zone pay established.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

<b>Wage</b>	<b>Benefit</b>
\$29.11	\$13.80

### **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, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

### **Zone Pay:**

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

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$29.70	\$13.80

### **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 Batchers; 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

### **Zone Pay:**

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

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

<b>Wage</b>	<b>Benefit</b>
\$30.65	\$13.80

**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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**Zone Pay:**

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

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

<b>Wage</b>	<b>Benefit</b>
\$31.65	\$13.80

**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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**Zone Pay:**

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

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

<b>Wage</b>	<b>Benefit</b>
\$31.75	\$13.80

**This group includes but is not limited to:**

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

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**Zone Pay:**

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

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

<b>Wage</b>	<b>Benefit</b>
\$32.75	\$13.80

**This group includes but is not limited to:**

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

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**Zone Pay:**

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

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

<b>Wage</b>	<b>Benefit</b>
\$33.75	\$13.80

**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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**Zone Pay:**

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

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

<b>Wage</b>	<b>Benefit</b>
\$23.08	\$11.82

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

## CONSTRUCTION LABORERS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$26.40	\$11.82

**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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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

### CONSTRUCTION LABORERS GROUP 3

<b>Wage</b>	<b>Benefit</b>
\$26.07	\$12.44

**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; Sod Cutter-Power and Tamper.

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

### CONSTRUCTION LABORERS GROUP 4

<b>Wage</b>	<b>Benefit</b>
\$26.76	\$11.82

**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

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**Zone Pay:**

0-30 mi. free zone  
>30-60 mi. base pay + \$3.05/hr.  
>60 mi. base pay + \$4.85/hr.

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

### DIVER TENDERS

<b>Wage</b>	<b>Benefit</b>
\$43.98	\$17.84

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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**Zone Pay:**

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



## DIVERS

	<b>Wage</b>	<b>Benefit</b>
Stand-By	\$44.98	\$17.84
Diving	\$89.96	\$17.84

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

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

## ELECTRICIANS

<b>Wage</b>	<b>Benefit</b>
\$36.69	\$16.93

**Travel:**  
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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## INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

<b>Wage</b>	<b>Benefit</b>
\$41.07	\$19.87

**Duties Include:**  
Insulate pipes, ductwork or other mechanical systems.

**Travel:**  
**All Districts**  
0-30 mi. free zone  
>30-40 mi. \$25.00/day  
>40-50 mi. \$35.00/day  
>50-60 mi. \$50.00/day  
>60 mi. \$60.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

>60 mi. \$105.00/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 – REINFORCING IRON AND REBAR WORKERS

<b>Wage</b>	<b>Benefit</b>
\$30.53	\$27.91

**Duties Include:**

Cut, bend, tie, and place rebar.

**Travel:**

0-45 mi. free zone  
>45-60 mi. \$50.00/day  
>60-100 mi. \$75.00/day  
>100 mi. \$95.00/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.

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## IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

<b>Wage</b>	<b>Benefit</b>
\$30.53	\$27.91

**Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

**Travel:**

0-45 mi. free zone  
>45-60 mi. \$50.00/day  
>60-100 mi. \$75.00/day  
>100 mi. \$95.00/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.

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## LINE CONSTRUCTION – EQUIPMENT OPERATORS

<b>Wage</b>	<b>Benefit</b>
\$37.26	\$17.93

**Duties Include:**

All work on substations

**Travel:**

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – GROUNDMAN

<b>Wage</b>	<b>Benefit</b>
\$29.09	\$17.24

**Duties Include:**

All work on substations

**Travel:**

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – LINEMAN

<b>Wage</b>	<b>Benefit</b>
\$48.65	\$19.06

**Travel:**  
No Free Zone  
\$60.00/day

### Duties Include:

All work on substations

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## MILLWRIGHTS

<b>Wage</b>	<b>Benefit</b>
\$42.58	\$14.57

**Zone Pay:**  
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

<b>Wage</b>	<b>Benefit</b>
\$25.00	\$0.00

**Travel:**  
No travel or per diem established.

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## PILE BUCKS

<b>Wage</b>	<b>Benefit</b>
\$33.50	\$14.07

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

### Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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## PILOT CAR DRIVERS

No Rate Established

**Zone Pay:**  
No zone pay established.

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## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

<b>Wage</b>	<b>Benefit</b>
\$38.56	\$20.61

### 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.

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### Travel:

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: \$110.00/day.
- 

## SPRINKLER FITTERS

<b>Wage</b>	<b>Benefit</b>
\$35.66	\$24.29

### Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

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### Travel

#### All Districts

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

- 0-60 mi. free zone
- >60-80 mi. \$21.00/day
- >80-100 mi. \$31.00/day
- >100 mi. \$115.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle.

#### Per Diem

No per diem is applicable when traveling in employer's vehicle

The following per diem is applicable when traveling in employee's vehicle.

- 0-100 mi. free zone
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back.
- >100 mi. \$115.00/day

## TRUCK DRIVERS

	<b>Wage</b>	<b>Benefit</b>
Truck Driver	\$31.28	\$11.96

**Truck drivers include but are not limited to:**

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.05/hr.

>60 mi. base pay + \$.485/hr.

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## 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 will replace existing fire hydrants throughout campus that are no longer functioning adequately. A total of 16 fire hydrants are to be replaced as part of the project. The specific improvements required for each hydrant vary depending on the location and condition of existing components.

#### C. Site Information

1. Scope of work includes, but is not necessarily limited to,
  - a. Contractor submittals and pre-construction meeting.
  - b. Saw-cut and remove existing curb, gutter, pavement and other site features.
  - c. Remove existing hydrant and abandon hydrant lead at the existing main or as specified in the plans.
  - d. Install new lead, hydrant, and associated components as shown on the plans.
  - e. Replace curb, gutter, sidewalk, pavement, install bollards and restore site features.
  - f. Disinfection and testing.
  - g. Coordinate with Engineer and Facility Services for control of water, timing of improvements and specific improvements for each hydrant.

#### 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 or multiple phases to provide the least possible interference to the activities of the Owner's personnel and activities.
2. The Contractor will have access to all locations from the date of receipt of the contract.
3. Priority hydrants are identified in the plans and shall be replaced prior to the other hydrants. The base bid hydrants are desired to be replaced by July 31, 2024. The alternate hydrants are desired to be replaced by October 31, 2024.
4. Coordinate with MSU Facility Management for timing of the work to be completed. The Contractor shall submit a proposed schedule and sequence of work addressing main shut-downs, temporary water if needed, and impacts to parking and site access.

5. The contractor shall field verify site conditions and existing utilities prior to construction. As noted in the plans, multiple hydrant leads will need to be verified to determine hydrant height and related information. Notify the Engineer of any discrepancies from what is shown on the plans.

F. Contractor Use of Premises

1. Work on this contract is expected to be done during regular working hours Monday through Friday. Any variation from this will require prior approval of the Consultant and Owner.
2. All work must be coordinated with MSU at all times and MSU must be informed about any work impacting campus operations 72 hours or 3 working days in advance of work being conducted and shall require MSU approval.
3. General: Limit use of the premises to construction activities in areas indicated; allow for Owner/MSU occupancy and use by the public. Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
4. Contractor shall conduct all his work in such a manner as to minimize the inconvenience and disruption of MSU's daily schedule.
5. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
6. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas designated on the drawings. If additional storage is necessary, obtain and pay for such storage off-site.
7. Contractor shall establish a staging area for storage of materials and equipment.
8. The Contractor is to coordinate with MSU for the location of the job site trailer office.
9. Keep driveways and entrances serving the premises clear and available to MSU and MSU's employees, staff and visitors at all times, unless otherwise agreed by MSU. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

G. Parking and Site Access

***(See also Supplemental Conditions of the Contract for Construction.)***

1. MSU Bozeman Vehicle Regulations state: "All students, faculty, staff, and visitors must register any motor vehicle they park on the University campus, for any reason. A visitor is anyone not defined as student, staff or faculty."
2. All Contractor and Contractor employees shall comply with Montana State University parking regulations. MSU parking permits can be purchased at the University Police Office located in the Huffman Building at Seventh Avenue and Kagy Boulevard. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.
3. A maximum of three (3) Contractor Permits (or as agreed with MSU) will be made available to the Contractor for parking of essential vehicles

within the designated parking lot (as designated on the Cover Sheet of the Contract Documents). Essential vehicles are vehicles used for delivery of equipment and tools required to be parked in close proximity to the construction area. All allowed vehicles only to be parked on hard surfaced areas within the Staging Area. All other Contractor and Contractor employee vehicles on campus shall be parked in designated parking lots to be agreed with MSU. No personal vehicles shall be parked at the project site in any event. If a driver of a vehicle not allowed to be parked at the project site must unload equipment, tools, or materials, the vehicle must be immediately thereafter move to a designated lot or leave campus.

4. Access and egress to and from the project site shall be coordinated with the owner. 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.
8. **Emergency and Public Safety Alert System:**  
Montana State University has an Emergency and Public Safety Alert System that warns the campus community in the event of an emergency or public safety event. Because contractors, consultants, and vendors are considered members of the campus community when working on campus, they must be familiar with the alert system and understand when the system is used. Montana State University requires all contractors, consultants, vendors, and their employees working on or entering the MSU-Bozeman campus to register for the Emergency and Public Safety Alert System. The link to register is: <http://www.montana.edu/msualert/>

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 part of the work.

5. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

a. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.

6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

D. Applications for Payment

1. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

2. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

3. Payment Application Forms: Use Montana Form 101 as the form for Application for Payment.

4. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

- a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  - b. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
5. Transmittal: Submit one (1) executed copy of each Application for Payment to the Architect by means ensuring receipt within 24 hours, including waivers of lien and similar attachments, when required.
- a. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
6. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
- a. List of subcontractors
  - b. Schedule of Values
    - 1) Contractor's Construction Schedule (preliminary if not final)
  - c. Copies of building permits
    - 1) Copies of authorizations and licenses from governing authorities for performance of the work
  - d. Certificates of insurance and insurance policies (submitted with Contract)
  - e. Performance and payment bonds (submitted with Contract if required)
7. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
8. Administrative actions and submittals that shall proceed or coincide with this application include:
- a. Occupancy permits and similar approvals
  - b. Warranties (guarantees) and maintenance agreements
  - c. Test/adjust/balance records
  - d. Maintenance instructions
  - e. Meter readings
  - f. Start-up performance reports
    - 1) Change-over information related to Owner's occupancy, use, operation and maintenance.
  - g. Final cleaning
    - 1) Application for reduction of retainage, and consent of surety

9. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:
  - a. Completion of project closeout requirements
    - 1) Completion of items specified for completion after Substantial Completion
  - b. Assurance that unsettled claims will be settled
    - 1) Assurance that work not complete and accepted will be completed without undue delay
    - 2) Transmittal of required project construction records to Owner

END OF SECTION 01200

**SECTION 012300  
ALTERNATES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this section. See also *Instructions to Bidders 10.3 Award of Bids*.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for alternates.

**1.3 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

**1.4 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF ALTERNATES**

- A. Description of Alternates
  - 1. Alternate Number 1:
    - a. Add replacement of hydrants #22, 27, 53, 55 and 56, and associated work as indicated on the plans.
    - b. any other changes as indicated on the plans.
  - 2. Alternate Number 2:
    - a. Add replacement of hydrants #62, 63, 64, 65 and 72, and associated work as indicated on the plans.
  - 3. Alternate Number 3:
    - a. Add the replacement of hydrant #13, and associated work as indicated on the plans.

**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".
    - h. 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

#### DI. QUALITY ASSURANCE

- 1. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
- 2. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State of Montana.

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. GENERAL

1. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
2. Protect construction exposed by or for quality control service activities, and protect repaired construction.
3. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

**END OF SECTION 014000**

**SECTION 015000  
TEMPORARY FACILITIES AND UTILITIES**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
2. Temporary utilities required may include but are not limited to:
  - a. Telephone service
  - b. Electric Service
  - c. Water
  - d. Natural gas
  - e. Sewer
3. Temporary construction and support facilities required may include but are not limited to:
  - a. Field offices and storage sheds.
  - b. Sanitary facilities, including drinking water
  - c. Temporary Project identification signs and bulletin boards
  - d. Waste Disposal services
  - e. Construction aids and miscellaneous services and facilities
4. Security and protection facilities required include but are not limited to:
  - a. Temporary Security Fencing
  - b. Temporary fire protection
  - b. Barricades, warning signs, lights
  - c. Environmental protection

C. QUALITY ASSURANCE

1. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
  - a. Building Code requirements
  - b. Health and safety regulations
  - c. Utility company regulations
  - d. Police, Fire Department and Rescue Squad rules
  - e. Environmental protection regulations
2. Standards: Comply with NFPA Code 241, "Building Construction and

Demolition Operations" and ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".

D. PROJECT CONDITIONS

1. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

1.2 PRODUCTS

A. MATERIALS

1. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
2. Water: Provide potable water approved by local health authorities.
3. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1 1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

B. EQUIPMENT

1. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
2. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.
3. Electrical Outlets: Provide properly configured NEA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
4. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
5. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
6. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
7. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

9. First Aid Supplies: Comply with governing regulations.
10. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
  - a. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

### 1.3 EXECUTION

#### A. INSTALLATION

1. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work and Owner's operations. Relocate and modify facilities as required.
2. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

#### B. TEMPORARY UTILITIES

1. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Provide cellular telephone, operational and on site at all times.

#### C. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

1. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access and minimal interruption to Owner's operations.
  - a. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
2. Field Offices: The Contractor, at his option, shall provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
  - a. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table and plan rack and a 6-shelf bookcase.
  - b. Equip with a water cooler and private toilet complete with water closet, lavatory and mirror-medicine cabinet unit.
3. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved,

including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

4. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
  - a. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
5. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
6. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
  - a. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
7. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.
  - a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7 to 13 deg C).
8. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg. F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner. Do not use University trash containers for any reason.

#### D. SECURITY AND PROTECTION FACILITIES INSTALLATION

1. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - (a) Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
3. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel

pipe posts, 1 1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

4. Barricades, Warning Signs and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
5. Do not remove temporary security and protection facilities until Substantial Completion, or longer as requested by the Architect.
6. Temporary Fire Protection: Install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
  - a. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - b. Store combustible materials in containers in fire-safe locations.
  - c. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
  - d. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
7. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

#### E. OPERATION, TERMINATION AND REMOVAL

1. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
2. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
3. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
  - a. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

END OF SECTION 015000

## SECTION 016000 - 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 016000

**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 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 of 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 017419 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 017419

**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 **one (1)** final paper copy 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. 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.

## G. 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.
- di. 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.
- d. 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. One paper copy and one electronic pdf. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will deliver copies to the Owner.
- C. Manual Submittal: Submit each manual in DRAFT in PDF format 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. PROVIDE PAPER AND PDF OF FINAL APPROVED MANUALS

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: 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.
- CI. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- CII. 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 copies of record Drawings as follows:
    - a. Draft Submittal:
      - 1) Submit PDF electronic files of scanned record prints.
      - 2) 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 annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one 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

## 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.

## 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.

## 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 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.

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

DII. Utility Service: Maintain existing utilities and the protection facilities indicated to remain in 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 Waste "Construction 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**



## 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/mm<sup>2</sup> (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 H<sub>2</sub>O 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 H<sub>2</sub>O 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 10ft<sup>2</sup>) 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:

Tom Pike      994-7533  
Chris Catlett   994-4146  
Dan Archer     994-7597

**SECTION 02112**  
**REMOVAL OF EXISTING PAVEMENT, CONCRETE CURB, SIDEWALK,**  
**DRIVEWAY AND/OR STRUCTURES**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. The work consists of removing and disposing of existing pavement, concrete curb, combined curb and gutter, sidewalk, private driveways, and crosswalks, along with any structures designated for removal in the contract documents. Details of removals are specified in the contract documents.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

**3.1 GENERAL**

- A. Dispose of all existing pavement, concrete curb, crosswalk and/or combined curb and gutter specified for removal in the contract documents or directed by the Engineer. Exercise care in such removal to assure that remaining nearby facilities and/or structures are not disturbed. Restore to original condition any such existing facilities or structures damaged by construction activities.
- B. Cut, remove and dispose of designated existing pavement to the lines indicated on the contract documents, or directed by the Engineer. Make straight and approximately vertical cuts of edges along which new pavement is to be placed.
- C. Remove and dispose of existing private concrete driveways and/or sidewalks which interfere with construction of street improvements or which do not match new grade as shown on the contract documents or as directed by the Engineer. Remove such driveways and/or sidewalks to distance of 8 inches (20 cm) behind curbs, or to greater distance if required to properly match the new curb and gutter grade. Remove along the neat line produced by a concrete saw cut. Make cuts to a depth of the thickness of the driveway and/or sidewalk or to a maximum depth of 6 inches (15 cm), whichever is lesser, and take care in removing the concrete assuring the slab breaks on the sawed neat line.
- D. Exercise care in removal of existing tree roots that conflict with the work. Tree roots shall be removed by sawcutting the roots to a neat line at the extent of the excavation. Remove only the minimum amount of roots necessary in order to complete the work.

**END OF SECTION**

## **SECTION 02113**

### **ADJUSTING EXISTING MANHOLES, LAMPHOLES, INLETS, WATER VALVE BOXES, WATER SERVICES, AND FIRE HYDRANTS TO GRADE**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. This section consists of locating and adjusting to grade existing manholes, lampholes, inlets, water valve boxes or services, and fire hydrants as shown in the contract documents, staked in the field or as required in the Special Provisions.

##### **1.2 STANDARD DRAWINGS**

- A. Standard drawings included in Appendix A of this specification book which are applicable to this section are as follows:

Standard Drawing No. 02213-1	Manhole Adjustment
Detail Standard Drawing No. 02213-2	Water Valve Adjustment
Detail	

#### **PART 2 - PRODUCTS**

##### **2.1 GENERAL**

- A. Provide all materials including concrete, brick and mortar, complying with the specification section for the particular material involved, or if the material is not covered in these specifications, the material used for adjusting shall be equal, and comparable to that in the existing structure. If extensions for water valve boxes or services and fire hydrants are required beyond the length found to exist, provide items comparable to those in the existing structure.

#### **PART 3 - EXECUTION**

##### **3.1 GENERAL**

- A. Bring to required grade all existing manholes, inlets, lampholes and water valve boxes by either lowering or raising in accordance with the details shown in the contract documents. Do not lower manholes, lampholes or inlets by removal of portions of the cones or barrel sections. Accomplish downward adjustments by replacement of existing sections with shorter sections. Assure that all structures have a minimum of one 2-inch (5cm) concrete adjusting ring and a maximum of 12 inches (30mm) of rings under the casting. Do not use brick and/or mortar for adjustment of castings.

- B. On manholes requiring steps, assure that maximum spacing between steps is 16 inches (40cm) and that 10 inches (25cm) is the maximum distance from the top of the manhole cone section to the first step.
- C. Excavate water valve boxes and services to readily determine whether height adjustment can be made without substituting a longer section. Adjust water valve boxes and services laterally so the valve stems can be operated by the extension. Adjust water services by raising or lowering the curb key stop and extension box.
- D. Adjust manholes, lampholes and water valve boxes to final grade before placing the final pavement surface. If required, make preliminary adjustment to allow placement of base courses and paving adjacent to the manhole, lamphole or water valve.
- E. Provide backfill material conforming to the requirements of Section 02235, 1 inch (25 cm) Minus Crushed Base Course, and compacted to at least 97% percent of the maximum dry density as determined by AASHTO T99 or ASTM D698.
- F. If required, make minor adjustments 5 feet (1.5 meters) to 10 feet (3.0 meters) in the horizontal location of existing fire hydrants to ensure that they are the required minimum distance behind the back of curb. At the time of construction staking, any hydrants which require horizontal adjustment will be located by the Engineer and the adjusted location will be staked by the Engineer.
- G. Make any minor adjustments required as dimensioned in the contract documents to the height of existing fire hydrants to ensure that they are at a reasonable height above the back of curb. At the time of construction staking, any hydrants which require vertical adjustment will be located by the Engineer and the adjusted height will be staked by the Engineer. Accomplish extension of fire hydrant height only by the use of standard extension spools provided by the hydrant manufacturer.
- H. Before final acceptance, clean all manholes, lampholes, inlets and water valve boxes/services. Assure that all water valve boxes, services and fire hydrants are operational.
- I. All requirements of this section shall apply to new, as well as to existing, manholes, lampholes, valve boxes, water services and fire hydrants.

**END OF SECTION**

## SECTION 02221

### TRENCH EXCAVATION AND BACKFILL FOR PIPELINES & APPURTENANTSTRUCTURES

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is the excavation, trenching, and backfilling for pipelines and appurtenances. It includes all clearing, grubbing, site preparation, removal, and disposal of debris from the excavation, handling and storing materials for fill and backfill, all bracing, shoring and trench protection, construction dewatering, all backfill, subgrade preparation, final grading, site dressing, and cleanup.

##### 1.2 REFERENCES

- A. The current publications listed below form a part of this specification.

AASHTO T99	Moisture-Density Relations of Soils Using 5-lb (2.5kg) Rammer and 12-inch (305mm) Drop
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft <sup>3</sup> )(600 kn-m/m <sup>3</sup> )
AASHTO T191 (ASTM D1556)	Density of Soil In-Place by the Sand-Cone Method
AASHTO T310 (ASTM D6938)	In-Place density and water content of the soil and soil aggregate by Nuclear Method (Shallow Depth)
AASHTO T11 (ASTM C117)	Materials Finer Than 0.075mm (No. 200) Sieve in Mineral Aggregates by Washing
AASHTO T27 (ASTM C136)	Sieve Analysis of Fine and Coarse Aggregate
AASHTO T89	Determining the Liquid Limit of Soils
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
ASTM D4318	Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4253	Maximum Index Density and Unit Weight of Soils Using a Vibratory Tube
ASTM D4254	Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density



### **1.3 STANDARD DRAWINGS**

- A. Standard Drawings applicable to this Section are as follows:
  - 1. Standard Drawing No. 02221-1 - Typical Utility Trench Detail

### **1.4 TESTING**

- A. Field Density Testing
  - 1. Meet the quality control and quality assurance testing requirements in Section 01400, Contractor Quality Control and Owner Quality Assurance.
  - 2. In-place field density tests for quality assurance are at Owner expense meeting AASHTO T191 (ASTM D1556), Sand Cone Method; or by AASHTO T310 (ASTM D6938) Nuclear Densometer Methods. Quality assurance field density testing frequency is at the Engineer's discretion.
  - 3. Retesting failing areas is at the expense of the Contractor. Where Engineer provides testing on behalf of the Owner, the Contractor will be assessed the cost of all retests conducted by the Engineer, with that cost deducted from the progress payments.
  - 4. At the direction of the Engineer, provide the necessary equipment and labor to excavate and replace materials for test holes up to 5 feet deep into the compacted backfill to allow testing below the surface of any layers covered without inspection and approval by the Engineer.
- B. Laboratory Maximum Density and Optimum Moisture
  - 1. Quality assurance tests will be made by the Engineer for each on-site natural soil or each source of off-site material, including borrow material, to determine the laboratory maximum density values and optimum compaction moisture content according to AASHTO T-99 or ASTM D698.
- C. Material Submittals
  - 1. Submit to the Engineer material quality test results, including Type 1 Bedding gradation and plasticity index, and Type 2 Bedding gradation.
  - 2. Submit to the Engineer laboratory moisture-density relationship testing results of on-site and off-site borrow soils.
  - 3. If applicable, submit a blasting plan to the Engineer.

## **PART 2 - PRODUCTS**

### **2.1 PIPE BEDDING MATERIALS**

- A. Type 1 Pipe Bedding
  - 1. Type 1 Pipe Bedding includes the material placed from 4 inches (10 cm) below the bottom of the pipe to 6 inches (15 cm) over the pipe.

2. Provide Type 1 Bedding consisting of imported sand, sandy gravel, or fine gravel having a maximum  $\frac{3}{4}$  inch size and a maximum plasticity index of 6, determined by AASHTO T89 and T90 or by ASTM D4318.
3. Provide imported granular material with a gradation as follows and a maximum plasticity index of 6, determined by AASHTO T89 and T90 or by ASTM D4318.

Percent by Weight Passing	
Sieve Size	% Passing
1" (25 mm)	100
3/4" (19.0 mm)	90 - 100
3/8" (9.5 mm)	20 - 55
No. 4 (4.75 mm)	5 - 10
No. 8 (2.36 mm)	0 - 5

4. Crush material so that the percentage of fractured particles in the finished product is as constant and uniform as practical. Crush to produce material where at least 50 percent of the material retained on the No. 4 sieve has at least one fractured face.
5. To prevent migration of material from around the pipe, do not use sand, sandy gravel, or material composed mainly of sand for bedding material in the pipe zone where groundwater is or will be present or where existing material contains voids which would allow migration. Where trench excavation encounters wet or unstable material, Type 1 Pipe Bedding must be well graded, free-draining, and non-plastic.
6. Refer to the Special Provisions and details in the Drawings for other requirements.

**B. Type 2 Pipe Bedding**

1. Type 2 Pipe Bedding is used as directed by the Engineer to replace unsuitable material encountered in the trench bottom.
2. Place Type 2 Pipe Bedding from the bottom of the Type 1 Bedding material to the depth required to adequately support the pipe.
3. Type 2 Bedding consists of granular material meeting the following gradation and having a maximum plasticity index of 6 and a maximum liquid limit of 25%.

Percent by Weight Passing	
Sieve Size	Type B-Modified
3" (75 mm)	100
No. 4 (4.75 mm)	0 - 25
No. 8 (2.36 mm)	0 - 10

- C. Separation Geotextile
  - 1. The plans may require, or the Engineer may direct, the use of non-woven geotextile fabric intended to provide materials separation. The fabric will wrap all or part of the Type 1 Pipe Bedding and Select Type 1 Pipe Bedding to prevent materials migrating into the trench bottom and trench walls as shown on the plans or as directed by the Engineer. The fabric shall be AASHTO M288 Class 1, 2, or 3 as specified or determined by the Engineer and shall fully comply with MPW Section 2110.

**2.2 TRENCH BACKFILL MATERIALS**

- A. Materials from Trench Excavation
  - 1. Backfill material obtained from trench excavations must be free of cinders, ash, refuse, organic or frozen material, boulders, or other deleterious materials. Backfill materials and placement are further described in the Execution Section of this specification.
- B. Imported Backfill Material
  - 1. Imported backfill material is from borrow source(s) outside the project limits and is used when, in the opinion of the Engineer, an adequate volume of suitable backfill material is not available within the project limits. Imported Backfill Materials must comply with the requirements of Section 2.2.A, MATERIALS FROM TRENCH EXCAVATION.

**2.3 FLOWABLE FILL**

- A. If used, Flowable Fill is to meet the requirements of Section 2225, Flowable Fill.

**2.4 DETECTABLE BURIED WARNING TAPE**

- A. Detectable buried warning tape is to have a minimum 6-inch (15cm) width and 5-mil (0.12mm) thickness and a solid aluminum core running the full length and width of the tape enclosed in a color-coded inert plastic jacket, impervious to alkalis, chemical reagents and solvents in the soil. The tape is to meet APWA/ULCC Color Code requirements and is to have a maximum 36-inch(90cm) imprint.

## **PART 3 - EXECUTION**

### **3.1 PROTECTION OF EXISTING PROPERTIES**

#### **A. General**

1. Take precautions to protect all adjoining private and public property and facilities, including underground and overhead utilities, curbs, sidewalks, driveways, structures, and fences. Restore or replace all disturbed or damaged facilities to its original condition at the Contractor's expense.
2. Contact utility owners using the Montana One Call System in accordance with Section 01041, PROJECT COORDINATION, Paragraph 1.2.B., for utility locates before starting work. Protect the utilities exposed during the work and prevent damaging underground utilities adjacent to excavations. Immediately notify the utility owner of any construction damage. Repairs of damage to marked utilities are at the expense of the Contractor.
3. Re-locate existing water mains, sanitary sewers, and storm drains shown on the plans that conflict with new pipelines or structures, as indicated in the contract documents. No separate payment will be made for this work unless shown as a payment item. If the Owner authorizes the relocation of mains or sewers, which are not indicated in the bid documents, and the Engineer determines the work was not included in the original contract, payment will be made under the applicable sections of the General Conditions.
4. Cut and replace existing service lines interfering with trenching operations only with the Engineer's permission and at the Contractor's expense.
5. Show all repaired and/or adjusted water and sewer lines on the As-Built Plans.
6. Protect existing water and sewer mains and water and sewer services from freezing at all times during construction.

#### **B. Privately Owned Utilities**

1. If any existing private utility interferes with the work in either alignment or grade and has to be moved, the work will be performed by the appropriate Utility Owner unless otherwise specified in the contract documents. Such private utilities may include gas mains, underground electrical and telephone cables, telephone poles, light poles, etc.
2. If, however, such private utility relocation is performed by the Contractor, and the relocation is not a separate payment item, payment will be made under the Section 02221 conditions covering such changes.
3. Such payment will be made only if the work is determined by the Engineer to be a change from the original contract work scope.

#### **C. Existing Structures**

1. Prevent damage to existing buildings or structures in the work area. Repair all construction related damage to the satisfaction of the Owner.

- D. Existing Overhead Utilities
  - 1. Use extreme caution to avoid conflict, contact, or damage to overhead utilities during the work.
  
- E. Exploratory Excavation
  - 1. The location of existing buried public utilities may need to be verified by exploratory excavation before construction.
  - 2. Where authorized by the Engineer, the Contractor will be reimbursed for exploratory excavation work at the unit price bid per hour for a backhoe/excavator with an operator and a laborer to assist. Use a backhoe/excavator having at least 60 horsepower (45kw), as rated by the manufacturer.
  - 3. The unit price per hour includes the backhoe/excavator, operator, and one laborer based upon the actual time, to the nearest one-half hour, that the equipment and personnel are used in actual excavating and backfilling operations, including standby time between excavation and backfilling, which allows the Engineer to make the necessary survey of the underground utilities.
  - 4. Exercise care to prevent damaging all utilities and repair any utility damage caused by exploratory excavation.
  
- F. Pavement Removal and Stripping
  - 1. Where trench excavation or appurtenant structure excavation requires removing curb and gutter, concrete sidewalks, asphalt concrete pavement, or Portland cement concrete pavement, cut the concrete or pavement in a straight line parallel to the excavation's edge using a spade-bitted air hammer, concrete saw or other suitable equipment to produce a straight, square and clean break. Re-cut edges broken during construction, before concrete or paving operations.
  - 2. For trenches passing through the existing pavement, cut the pavement along a neat vertical line at least 12 inches (30cm) from the trench edge. Where the neat line cut is less than 3 feet (0.9m) from the edge of the existing pavement, remove and replace the entire pavement section between the trench and edge of the pavement.
  - 3. Dispose of the asphalt concrete and/or Portland cement concrete debris off-site according to applicable state and local regulations.
  
- G. When excavating across existing gravel streets or other developed surfaces, remove the surfacing material full depth and stockpile for inclusion in the trench backfill or legally dispose of the surfacing material.
  
- H. When excavating across cultivated or sodded areas, remove full topsoil depth or a maximum 12-inch (30cm) depth, whichever is less, and stockpile for possible project use.
  
- I. Re-sod or reseed, as specified in the contract documents, all established lawn areas cut by trenching or damaged during the construction, according to Section 2910 and/or 2920, to the Engineer's satisfaction.

### **3.2 MAINTENANCE OF FLOWS**

- A. Maintain the flow of sewers, drains, and watercourses encountered during construction. Restore culverts, ditches, fences, crosswalks, and structures disturbed by construction to their original condition upon completion of the work.

### **3.3 TRENCH EXCAVATION**

- A. General
  1. Meet current OSHA Safety and Health Standards for all excavation, trenching, shoring, and related work.
  2. Excavate at the specified locations for pipeline installations and appurtenant structures.
  3. Crossings under sidewalks or curbs may be made by tunneling if approved by the Engineer. If a portion of a sidewalk or curb is removed, use a concrete saw to make joints, compact the backfill as specified, and replace the removed Section with a new concrete sidewalk or curb.
  4. During excavation, stockpile backfill materials away from the trench banks to assure trench wall stability. Stockpile excavated materials on only one side of the trench without obstructing existing fire hydrants, valves, manholes, and other appurtenances. Assure surface drainage of adjoining areas is unobstructed.
  5. Remove and dispose of all excess or unsuitable excavated materials.
  6. Prevent surface water from flowing into excavations. Promptly remove all water accumulating in trench excavations. Do not permit water to accumulate in any open trench. Remove and re-lay all pipe out of alignment or grade caused by trench flooding.
  7. Grade the trench bottoms to the specified lines and grades. Assure bedding material provides uniform bearing and support for each pipe section along its entire length. Excavate for bell and joints after the trench bedding is graded, limiting the excavation to the required length, depth, and width for making the particular type of joint used. Backfill over-excavations with Type 2 Bedding Material.
  8. No classification of trench excavated materials will be made. Excavation and trenching work includes the removal and subsequent handling of all earth, loose or cemented gravel, loose or solid rock, and other materials excavated or otherwise removed in the performance of the contract work, regardless of the type, character, composition, or condition thereof. All materials excavated or otherwise removed, including asphalt, curb, gutter, sidewalk, soils, etc., will become the property of the Contractor, who will be responsible for environmentally sound disposal of said material in accordance with state and federal regulations.
  9. The use of trench digging machinery is permitted, except in places where its operation is likely to cause damage to existing structures or features, in which case hand methods are to be employed.

- B. Trench Dimensions
1. Excavate to the trench dimensions specified below.
  2. Width
    - a. Excavate to provide room to install and join the pipe as specified. The minimum trench width is 3'-6" (1.1m), for outside pipe diameters of 18 inches (0.5m) or less. The minimum trench width is 2'-0" (0.6m) plus the outside pipe diameter, for pipe sizes exceeding 18 inches (0.5m). Maximum trench width may be specified in the contract documents.
    - b. If the trench is excavated wider than the specified minimum, provide Type 1 Pipe Bedding for the additional width to yield a consistent backfill for the entire width of the trench or take such other measures as the Engineer may direct to protect the pipe against the crushing forces of trench backfill at the Contractor's expense.
  3. Depth
    - a. Excavate the trench as required for the invert grade or pipe bury as specified in the contract documents, plus 4 inches (10cm) for the Type 1 Pipe Bedding. If bedrock, boulders, or large stones are encountered at the bottom of the trench, excavate at least 6 inches (15cm) below the bottom of the pipe for backfilling with Type 1 Pipe Bedding.
- C. Soft or Unsuitable Trench Subgrade
1. When soft or unstable material is encountered at the trench subgrade, which will not uniformly support the pipe, excavate the material to the depth directed by the Engineer and backfill to trench subgrade elevation with Type 2 Pipe Bedding.
- D. Blasting
1. Obtain Engineer approval to blast for excavation. If approved, the Engineer will establish the time limits blasting will be permitted.
  2. Use the utmost care to protect life and property during blasting. Use only a licensed blaster with experience in the type of blasting required for the work.
  3. Safely and securely store all blasting materials meeting local laws and ordinances, and clearly mark all storage places "Dangerous Explosives." Do not leave any explosives where they could endanger persons or property.
  4. Blasting Rock in Trenches
    - a. When blasting rock in trenches, cover the blasting area with earth backfill or approved blasting mats. Before blasting, station workers and provide danger signals to warn people and stop vehicles.
    - b. Assume responsibility for all damage to property and injury to persons resulting from blasting or accidental explosions during the work.
    - c. Furnish the following information to the Owner and Engineer at least 48 hours before the commencement of blasting operations: Name of the Contractor's powder man, powder man's experience, type of shot, type of explosives and detonator being used, proof of insurance covering liability for such operation, traffic control plans and planned procedures for protecting the public.

5. Assure the blasting plan meets federal, state, and local ordinances. Obtain all required permits before blasting starts.
- E. Pavement Damage Cause by Equipment
1. Equip all track-mounted equipment operated on pavement surfacing with pads to prevent pavement damage.
  2. Remove and replace all pavement damaged during construction by the Contractor's equipment, or the use thereof, to at least a depth of 1 inch (25 mm). Patches will not be allowed less than 1 inch (25 mm) in thickness.
  3. Replace all asphalt pavement damaged during construction outside of restoration pay limits in conjunction with asphalt restoration and as otherwise required by the Engineer. Provide asphalt meeting the requirements of Section 02510: Asphalt Concrete Pavement, and place asphalt to produce a final surface uniform in texture and consistent with the line and grade of adjacent pavement or as directed by Engineer. No compensation will be allowed for removal and replacement of damaged pavement outside of the pay limits for asphalt restoration.
  4. Assure work and materials for pavement restoration is in accordance with Section 02510: Asphalt Concrete Pavement.
- F. Shoring, Bracing, and Sheeting
1. Provide all shoring, bracing, and tight sheeting required to prevent caving and protect workers, meeting current Occupational Safety and Health Act Requirements, and to protect adjacent property and structures. The cost of this work is included in the price of trench excavation.
- G. Excavation for Appurtenances
1. Make excavations for manholes, hydrants, structures, and other appurtenances of the size and depth to permit compacting of backfill on all sides to the specified density. The requirements for removing water and other applicable portions of these specifications apply to excavation for appurtenances.

### **3.4 DEWATERING**

- A. General
1. Furnish all necessary labor, equipment, and incidentals necessary to dewater the project site during construction.
  2. Keep all excavation dry and free from water during construction and the placement of materials. Do not place pipe, bedding, or backfill materials below the groundwater elevation established by dewatering operations. Do not allow groundwater or stormwater to enter or flow through the underground piping during installation.



3. The cost of dewatering operations will be incidental to the cost of pipeline and appurtenance installation, and no additional payment will be made for dewatering. Consider shifts in the groundwater level caused by changing seasons or local conditions in estimating the cost of dewatering operations, as no additional payments will be made for fluctuating groundwater levels.
  4. Protect all structures that could be potentially impacted by dewatering operations. Repair any damage to structures caused as a result of dewatering at Contractor's expense.
- B. Discharge
1. Do not discharge or dispose of water from dewatering operations in such a manner as to flood existing landscaped areas, graveled areas, or structures unless approved by Engineer. Written permission from the appropriate landowner shall also be required for discharge or disposal on private property.
  2. It is the Contractor's responsibility to comply with requirements and regulations of federal, state, and local agencies that govern areas affected by dewatering of the construction site and application for and maintenance of any required permits.

### **3.5 EXCAVATION STABILITY AND SAFETY**

- A. The stability of construction excavations and associated worker safety, including slope geometry and shoring/bracing considerations, are the Contractor's responsibility. Meet current OSHA regulations. This may require the design of temporary slopes and/or shoring by a licensed professional engineer.

### **3.6 TRENCH FILLING AND BACKFILLING**

- A. General
1. Backfill all trenches as specified immediately after grade, alignment, and pipe jointing has been inspected and approved by the Engineer. Conduct any pipe testing as specified in the respective water distribution, sewerage/drainage sections. Correct all defects discovered by tests prior to backfilling.
  2. Storage of all imported backfill materials, including protecting said materials from adverse conditions that would disqualify them from use under these specifications, is the responsibility of the Contractor.
- B. Pipe Bedding Placement
1. Type 1 Bedding.
    - a. Place Type 1 Pipe Bedding material 4 inches (10 cm) under, around the pipe, and to a point 6 inches (15 cm) above the top of the pipe in 6 inch (15 cm) lifts, using hand or other compaction methods without damaging or disturbing the pipe including mains and service lines and all appurtenances.

- b. Place bedding material in equal lifts on both sides of the pipe for the full trench width. Thoroughly compact each lift of pipe bedding by tamping, vibration, slicing with a shovel, rodding, or by a combination of these methods. Take special care to assure complete compaction under the haunches of the pipe.
  - 2. Type 2 Pipe Bedding
    - a. Use Type 2 Pipe Bedding described in PRODUCTS SECTION as specified or as directed by the Engineer to replace unsuitable material encountered in the trench bottom, placing it from the bottom of the Type 1 Bedding material to the depth required to adequately support the pipe.
  - 3. Separation Geotextile
    - a. Place Separation Geotextile where shown on the plans or where directed by the Engineer.
- C. Trench Backfill
  - 1. After the pipe bedding materials are placed and compacted as specified, backfill the trench.
    - a. Use backfill material free of cinders, ash, refuse, organic or frozen material, boulders, or other deleterious material.
    - b. From the top of the Type 1 Bedding to 6 inches (15 cm) below the ground surface, or the subgrade elevation, material containing stone up to 8 inches (20 cm) in the greatest dimension may be used.
    - c. Cost of screening, drying, or moistening excavated backfill to comply with specifications will be considered incidental to the Contractor's bid price per linear foot of pipe and service lines and unit prices for appurtenances, and no additional payment will be made for such work.
  - 2. Trench backfill from the top of the pipe bedding to ground surface or to the street subgrade is separated into three classifications.
    - a. Type A Trench Backfill is compacted backfill typically used in streets or paved areas.
    - b. Type B Trench Backfill is typically used for unpaved alleys, cultivated areas, borrow pits, unimproved streets or other un-surfaced areas, and other areas where compaction is less critical.
    - c. Type C Trench Backfill is typically used in open and unimproved areas outside of the public right-of-way.
  - 3. Meet the backfill and compaction requirements for all of the backfill types described in the contract documents.
  - 4. Watering
    - a. Apply uncontaminated water, when required, at the locations and in the amounts required to compact the backfill material to the specified requirements. Maintain an adequate water supply during the work.

Assure the equipment used for watering is of the capacity and design to provide uniform water application.

- b. Apply water during the work to control dust and to maintain all embankment and base courses in a damp condition in accordance with these contract documents.
  - c. Water required for compacting trench backfill may be obtained from the municipal system if approved by the Owner or from other sources. Water from the City of Bozeman's municipal system may only be obtained from the metered service located at the Vehicle Maintenance Facility, 1814 N. Rouse Ave. The Contractor shall reimburse the City Water Department for the cost of the water used at a rate determined by the Water Department.
5. Remove, replace, and re-compact backfill in trenches where settlement has occurred as directed by the Engineer at the Contractor's expense.
6. Trench backfill types are designated as follows:
- a. Type A Trench Backfill. Place trench backfill in maximum 8 inch (20 cm) compacted lifts within 3% of optimum moisture content and compact to at least 95% of maximum dry density determined by AASHTO T99 or by ASTM D698. For materials that do not exhibit a typical well-defined moisture-density curve, compact backfill to 70% relative density as determined by ASTM D4253 and D4254.
  - b. Type B Trench Backfill. Place trench backfill in maximum 8 inch (20 cm) compacted lifts within 3% of optimum moisture content, and compact to at least 90% of maximum dry density determined by AASHTO T99 or by ASTM D698. For materials that do not exhibit a typical well-defined moisture-density curve, compact backfill to 50% relative density as determined by ASTM D4253 and D4254.
  - c. Type C Trench Backfill. Place and compact Type C Trench Backfill in maximum 12-inch (30 cm) lifts at densities equal to or greater than the densities of adjoining undisturbed soil. Mound earth over the trench top, if directed by the Engineer. In cultivated areas, place stripped topsoil uniformly over the backfilled trench to the original depth. Do not compact the topsoil, but grade to provide a smooth surface conforming to the adjoining ground surfaces.
  - d. Flowable Fill. Place flowable fill as trench backfill as shown in the contract documents or as directed by the Engineer. Flowable fill may also be used as a construction expedient, substituting for any type of trench backfill, subject to approval by the Engineer, and at the expense of the Contractor.

D. Replacement of Unsuitable Backfill Material

- 1. Remove and dispose of excavated soils that are saturated, contain deleterious materials, or have characteristics that, in the opinion of the Engineer, render the soils unsuitable as backfill and/or which cannot be readily conditioned or dried to

be made suitable.

2. Replace unsuitable soils with material obtained from trench excavations within the project limits at the expense of the Contractor.
3. If suitable replacement material is not available within project limits, notify the Engineer. The Engineer will quantify the extent of any unsuitable soils to be removed and replaced with material from an approved source, to be paid for as Imported Backfill Material, and provide written notification of the approved quantities to the Contractor. Payment for Imported Backfill Material will not be approved if the Contractor fails to notify the Engineer and/or proceeds with removal and disposal of unsuitable material prior to receiving written notice from the Engineer.
4. Provide imported backfill material with a gradation as follows and a maximum plasticity index of 10, determined by AASHTO T89 and T90 or by ASTM D4318. Imported backfill may not contain rock measuring greater than 6 inches (15 cm) in the greatest dimension.

<b>Percent by Weight Passing</b>	
<b>Sieve Size</b>	<b>% Passing</b>
1" (25 mm)	70 -100
No. 4 (4.75 mm)	40 - 80
No. 10 (2.00 mm)	25 - 60
No. 200 (0.075 mm)	2 - 35

5. Place and compact all imported material according to the applicable backfill specification requirements.
- E. Backfill of Appurtenances
1. Place and compact backfill for appurtenances to finished grade around manholes, inlets, valve boxes, and other underground items without disturbing appurtenance alignments.
  2. Meet the backfill material, placement, and compaction requirements specified for the adjoining trench.
- F. Detectable Buried Warning Tape
1. Provide warning tape, as described in this Section. Bury tape a maximum of 18 inches (45 cm) below finish surface grade.
- G. Quality Assurance Testing
1. Compaction testing frequency and location.
    - a. Compaction testing shall be done on each lift of backfill material.
    - b. Trench backfill tests shall be done within the first 100 feet of a mainline trench operation and at no more than 200-foot intervals thereafter.
    - c. All service laterals shall be tested.
    - d. Compaction testing around all manholes and valve boxes shall be done independently of the main line.

- e. Testing shall be done by the project Engineer.

### **3.7 SURVEY MARKERS AND MONUMENTS**

- A. Protect all survey markers and monuments. Protection includes marking with flagged high lath and supervising work near markers and monuments. Do not disturb monuments without prior approval from the Engineer.
- B. Replace all Contractor-disturbed or destroyed survey markers or monuments not approved during construction, using a licensed land surveyor. See Section 01050 for details on survey marker protection/disturbance.

### **3.8 CLEANUP**

- A. As work progresses, remove debris and complete to finish grade each portion of the work. Once the work is complete, clear debris and finish the entire site to smooth, uniform slopes presenting a neat and workmanlike appearance. Remove and dispose of all rocks brought to the surface during excavation or backfilling.
- B. Dispose of vegetation; coarse debris resulting from pavement or sidewalk removal; stones, junk, debris, and other materials encountered in excavation work; and other similar waste materials away from the site of the work at the Contractor's expense.

### **3.9 TIME AND DISTANCE OF OPEN TRENCHES**

- A. Perform the work so that trenches will remain open the minimum time required to accomplish the work.
- B. Do not begin trench excavating until appropriate compaction equipment is at the excavation site.
- C. The maximum permissible distance between backfilling/compaction operations and the end of newly installed pipe is 100 feet (30 m) in existing streets (and/or alleys) and 200 feet (60 m) in all other areas.
- D. The maximum distance between the newly installed pipe and the excavator is to be 100 feet (30m) in existing streets (and/or alleys) and 200 feet (60m) in all other areas.
- E. For each workgroup consisting of a trench excavator, a pipe laying crew, and a backfilling/compaction crew, the maximum allowable open ditch at any time is 200 feet (60 m) in existing streets (and/or alleys) and 400 feet (120 m) in all other areas.
- F. The maximum distance behind the end of the new pipe is 1,500 feet (460m) for gravel surfacing replacement, base placement, or pavement replacement.
- G. At the completion of each working day, fill all trenches and/or provide safety netting, Jersey barrier, and other barricades required for public safety.

### **3.10 DRAINAGE CROSSINGS**

- A. Where trenches are constructed in or across roadway ditches or other watercourses, protect the backfill from surface erosion by adequate means. Where the grade of the ditch exceeds 1 percent, prevent erosion by a suitable method approved by the Engineer. Backfill trenches in such a manner that water will not accumulate in unfilled or partially filled trenches.
- B. Remove all material deposited in roadway ditches or other water courses crossed by the trench immediately after backfilling is completed and restore the section, grades, and contours of such ditches or watercourses to their original conditions, in order that the surface drainage is obstructed no longer than necessary.

**END OF SECTION**

## SECTION 02225

### FLOWABLE FILL

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work consists of furnishing and placing Flowable Fill to the lines and grades shown on the plans as backfill in trenches and/or at other locations. Flowable Fill is a self-compacting cementitious material using mineral aggregates (sand and/or gravel), native or processed materials, fly ash/cement, water, air-entraining solution, and (optionally) other admixtures. Flowable Fill is also known as Controlled Low-Strength Material (CLSM) and Controlled Density Fill (CDF). Flowable Fill is only permitted when specifically called out in the contract documents or approved by Engineer.

##### 1.2 REFERENCES

- A. The current publications listed below form a part of the specification.

ASTM D4832	Preparation/Testing of Soil-Cement Slurry TestCylinders ASTM C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM D6023	Standard Test Method for Unit Weight
ASTM C150	Specification for Portland Cement
ASTM C618	Specification for Fly Ash
ASTM C494	Specification for Chemical Admixture for Concrete
ASTM E329	Practice for Use in the Evaluation of Testing and Inspection Agencies as Used in Construction
ASTM C1064	Temperature of Freshly Mixed Portland Cement Concrete
ASTM C117	Materials Finer Than 0.075 mm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Sieve Analysis of Fine & Coarse Aggregate
ASTM C117	Materials Finer Than No. 200 (0.075 mm) Sieve in Mineral Aggregates by Washing
ASTM D4318	Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils
ASTM C94	Ready Mix Concrete
ACI 301	Standard Specifications for Structural Concrete for Buildings

### 1.3 TESTING

- A. The Engineer may perform occasional quality assurance tests on the flowable fill consisting of slump, air content measurements, and casting 3 cylinders for compressive strength test. The required compressive strength test method and required range are described in section 2.4, Compressive Strength below.
- B. The Contractor is to provide the Engineer with a mix design by either trial batch or field experience methods to verify the required compressive strength of the flowable fill at the 28 day age. Mix design requirements are described in Section 2.3, Proportions; and in Section 2.4, Compressive Strength. Proportions shall be selected on the basis of unconfined, air-cured compressive strength test specimens.

## PART 2 - PRODUCTS

### 2.1 MIXTURE OF MATERIALS

- A. Provide a mixture of the materials described below to produce a self-compacting cementitious material batched on a per cubic yard basis.

### 2.2 MATERIALS

- A. Portland Cement. Portland Cement shall conform to the requirements of ASTM C150, Type 11.
- B. Fly Ash. Fly Ash shall conform to ASTM C618, Class C or F.
- C. Coarse Aggregate, Fine Aggregate, and Native Materials. Any aggregate gradation which produces performance characteristics of the flowable fill specified herein will be accepted, except as follows: The amount of material passing the #200 sieve shall not exceed 20 percent. Also, liquid limit and plasticity index shall not exceed 25 and 5, respectively.
- D. Water. Water used in mixing shall be free of oil, salt, acid, alkali, sugar, vegetable matter, or other substances injurious to the finished product.
- E. Chemical Admixtures. Chemical Admixtures shall conform to the requirements of ASTM C494.



## **2.3 PROPORTIONS**

- A. A variety of sand/gravel aggregates and/or native (or processed ) materials meeting the above requirements in conjunction with appropriate amounts of Portland Cement and fly ash, air-entraining solution, and (optionally) other admixtures may be used to produce the required mix properties described herein.
- B. The Contractor shall submit to the Engineer a mix design based upon a trialbatch or field experience, including the proportions and sources of all constituent materials, air-entraining, and (optionally) other admixtures, expressed as cubic yard batch weights. The mix shall contain a minimum of 50 pounds (23 kg) of cement and up to 250 pounds (114 kg) fly ash per cubic yard, with the remainder of the volumes composed of aggregates, water, and any approved admixtures. Measured compressive strength, air content, and yield for the mix design trial batch (or for the field experience based mix design) shall be submitted.

## **2.4 COMPRESSIVE STRENGTH**

- A. Flowable Fill shall be designed to achieve a 28-day compressive strength of 30 to 500 psi (0.2 to 3.4 mPa) when tested in accordance with ASTM C39. Excavatable mixes shall be designed to attain 28-day strengths in the range of 30 to 150 psi (0.2 to 1.0 mPa). Test specimens shall be made in accordance with ASTM D4832. Compressive strength tests shall be performed at frequencies of at least one test set per 150 yd<sup>3</sup> (114m<sup>3</sup>) and at least one test set per day of placement.

## **2.5 CONSISTENCY**

- A. Consistency of the fresh mixture shall be such that the mixture may be readily placed without segregation. High flowability material generally has a slump greater than 8 inches (20.3 cm). As an alternative to slump testing, desired consistency may be approximated by filling an open-ended 3 inch (76.2 mm) diameter cylinder, 6 inches (15.2 cm) high, with the mixture and cylinder immediately pulled straight up. The correct consistency of the mixture will produce an approximate 8 inch (20.3 cm) diameter circular type spread without segregation. Adjustments of the proportions of constituents may be made to achieve proper solid suspension and optimum flowability. However, strength requirements and proper yield shall be maintained for the actual batch weights.

## **PART 3 - EXECUTION**

### **3.1 CONSTRUCTION**

- A. Comply with ACI 304 and ASTM C94 for Measuring, Mixing, Transporting, and Placing the Flowable Fill, and as herein specified.

### **3.2 LIMITATIONS OF PLACEMENT**

- A. Do not place CLSM on frozen ground. Mix and place only when the air temperature is at least 35 degrees Fahrenheit (2°C) and rising. At the time of placement, Flowable Fill shall be at least 40 degrees Fahrenheit (4°C). Stop mixing and placement when the air temperature is 40 degrees Fahrenheit (4°C) and falling.
- B. Flowable backfill shall be placed by methods that preserve the quality of the material in terms of compressive strength, flow, homogeneity, plasticity, and workability. The material shall be transported, placed, and/or consolidated to flow easily around, adjacent to, and under structures. It shall have the flow, consistency, and workability such that the material is self-compacting.
- C. Protect freshly placed Flowable Fill from premature drying, excessive cold, or hot temperatures. The air in contact with the backfill surface shall be maintained at temperatures above freezing. Begin curing immediately following placement before the backfill has dried. Continue with curing until the backfill has attained the 28-day strength requirement. This strength is to be determined prior to any load applications or construction activity unless otherwise directed by an Engineer.

**END OF SECTION**

## SECTION 02230

### STREET EXCAVATION, BACKFILL AND COMPACTION

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is the clearing and grubbing, excavation, filling or backfilling, and subgrade preparation to the specified lines, grades and cross sections as preparation for overlying base course or other courses as shown in the contract documents. Also included are the removal and disposal of debris and excess soil, the furnishing and placement of fill materials, and compaction.

##### 1.2 REFERENCES

- A. The current publications listed below are a part of this specification.

AASHTO T99	Moisture-Density Relations of Soils Using 5-lb (2.5kg) Rammer and 12-inch(305mm) Drop
ASTM D698	Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft <sup>3</sup> )(600 kN-m/m <sup>3</sup> )
AASHTO T191 (ASTM D1556)	Density of Soil In-Place by the Sand-Cone Method
AASHTO T310  (ASTM D6938)	In-Place density and water content of the soil and soil aggregate by Nuclear Method (Shallow Depth)
AASHTO T11 (ASTM C117)	Materials Finer Than No. 200 (0.075mm) Sieve in Mineral Aggregates by Washing
AASHTO T27 (ASTM C136)	Sieve Analysis of Fine and Coarse Aggregate
AASHTO T89	Determining the Liquid Limit of Soils
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
ASTM D4318	Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils

### **1.3 DENSITY CONTROL TESTING**

- A. Field Density Testing
  - 1. Meet the quality control and quality assurance testing requirements in Section 01400, Contractor Quality Control and Owner Quality Assurance.
  - 2. In-place field density tests for quality assurance are at Owner expense meeting ASTM D1556A (ASHTO T191), Sand Cone Method; or ASTM D2922 and ASTM D3017 (AASHTO T238 and T239) Nuclear Densometer Methods. Quality assurance field density testing frequency is at the discretion of the Engineer.
  - 3. Retesting of failing areas is at the expense of the Contractor.
- B. Laboratory Maximum Density and Optimum Moisture
  - 1. Quality assurance tests will be made by the Engineer for each on-site natural soil or each source of off-site material, including borrow material, to determine the laboratory maximum density values and optimum compaction moisture content under AASHTO T99 or ASTM D698.
- C. Material Submittals
  - 1. Submit to the Engineer results of gradation tests for Sub-excavation/Replacement Below Subgrade pitrun gravel/sand.
  - 2. Submit to the Engineer samples of soils and/or aggregates for laboratory moisture-density relationship testing by the Engineer.

## **PART 2 - PRODUCTS**

### **2.1 ON-SITE EMBANKMENT**

- A. Fill and backfill materials are to consist of natural soils free from organic matter, frozen material, refuse, construction debris or other man-made items. Obtain approval of the Engineer for all fill before placing and use only the fill from designated borrow areas.

### **2.2 IMPORTED BORROW MATERIALS (FOR EMBANKMENTS IN-PLACE)**

- A. If required, obtain borrow soil for embankments from areas off the project site. Furnish imported borrow at Contractor expense. Obtain Engineer approval of borrow areas. Imported borrow is to meet the requirements of Section 2.1, On-Site Embankment.

### **2.3 SUBEXCAVATION/REPLACEMENT BELOW SUBGRADE**

- A. Sub-excavation consists of removing and disposing of unstable material from below planned subgrade elevation in cut sections or from below the natural ground line in embankment sections.

- B. Replacement material for sub-excavations consists of either:
1. Suitable materials from within the project limits if suitable material is present within the project limits, or
  2. Imported materials if suitable material is not present within the project limits. Where imported pitrun gravel is used, furnish replacement material meeting the following gradation requirement:

<u>Sieve Opening</u>	<u>% Passing</u>
3 Inch	100
No. 4	25 - 60
No. 200	12 Max.

### **PART 3 - EXECUTION**

#### **3.1 CLEARING AND GRUBBING**

- A. Perform clearing and grubbing including the excavation, removal and disposal of roots, stumps, sod, or any organic material and buried debris from within construction limits. Construction limits are defined by all areas within the cut/fill limits and extending 1 foot (0.3 m) beyond the back of sidewalk and/or curb and gutter, or 2 feet (0.6 m) beyond the edge of pavement if no sidewalk or curb and gutter is present. Remove unsuitable material to at least 12 inches (30 cm) below subgrade elevation.
- B. Stockpile for project use any topsoil removed by clearing and grubbing.
- C. Dispose of all clearing and grubbing material as specified.

#### **3.2 EXCAVATION STABILITY AND SAFETY**

- A. Meet OSHA requirements for excavations and excavated material stockpiles. This may require design of temporary slopes and/or shoring by a licensed professional engineer.

#### **3.3 PROTECTION OF PROPERTY**

- A. Take precautions to protect all adjoining private and public property and facilities, including underground and overhead utilities, curbs, sidewalks, driveways, structures, fences, and vegetation. Any disturbed or damaged facilities will be suitably restored or replaced consistent with condition(s) which existed prior to construction.

#### **3.4 EXCAVATION**

- A. Excavate to the specified lines and grades or as directed by the Engineer. Excavate without causing rutting, pumping or other disturbance to underlying materials.

- B. Excavation made outside the specified grade limits is not measured for payment in the Excavation or Embankment In-Place quantities.
  - 1. Restore sub-excavated areas as directed by the Engineer. Correct subgrade disturbance by removing the disturbed soil and replacing and compacting to reach at least 95 percent of the maximum laboratory dry density determined by AASHTO T99 or ASTM D698.
  - 2. Correct subgrade disturbance before placing overlying fill, backfill, base course or other courses. Disturbed soils may be replaced with imported material approved by the Engineer and compacted to 95% of maximum laboratory dry density determined by AASHTO T99 or ASTM D698.
- C. Maintain the subgrade to drain at all times. Construct side ditches or gutters from cuts to embankments to prevent erosion damage to embankments.
- D. Construct and maintain temporary drainage where existing surface drainage, sewers, or under-drainage are disturbed during the work until permanent drainage facilities are completed. Protect and preserve all existing drains, sewers, sub-surface drains, conduits, gas lines, and other underground structures which may be affected by the work. Repair all damage to these facilities or structures resulting from the work, to the satisfaction of the Engineer.
- E. Excavate to minimize foundation soil and/or subgrade soil exposure to erosion, drying or infiltrating moisture. Perform excavation to provide drainage away from foundation/subgrade soils and minimize the potential for surface runoff to enter the foundation/subgrade soils.
- F. Grade all intersecting streets and approaches within the project limits as specified or as directed using suitable materials on the surfaces to produce smooth riding and satisfactory approaches to the intersections.

### **3.5 DISPOSAL OF EXCAVATED MATERIAL**

- A. Dispose of debris and unused excavated materials off the project site in accordance with all applicable state and local regulations. Locate and provide suitable disposal areas.

### **3.6 DUST CONTROL**

- A. Furnish dust control meeting Section 01500, Construction and Temporary Facilities, requirements.

### **3.7 SUBGRADE PREPARATION AND COMPACTION**

#### **A. General**

1. Assure the subgrade beneath pavements, curb, or sidewalks is natural soil free of topsoil, organic material or refuse. Place pavement components, curb and sidewalk over the prepared subgrade as soon as practical. Do not place pavement components on frozen subgrade. No separate payment is made for subgrade preparation since it is considered incidental to construction of overlying pavements/structures.
2. If the surface of a previous roadbed or pavement surface matches the surface of the finished subgrade scarify the top 6 inches (15cm) of the previous surface the full width of the subgrade to permit uniform reshaping and compaction.

#### **B. Fine Grading**

1. Assure the finished surface does not deviate not more than 0.1 foot (3cm) at any point from the staked elevation; and that the sum of the deviations from true grade of any two points less than 30 feet (9m) apart does not exceed 0.1 foot (3cm).

#### **C. Compaction**

1. Compact the upper 8 inches (20cm) of the subgrade to at least 95% of the laboratory maximum, determined by AASHTO T99 or ASTM D698. Proof roll the subgrade surface for observation by the Engineer. Compact all soft, yielding or otherwise unstable areas to provide adequate support of construction equipment as determined by the Engineer. Also compact the subgrade to meet the specified density requirements. Remove and replace any unstable or otherwise unsuitable subgrade as specified under Section 3.9, Sub-excavation/Replacement Below Subgrade.

### **3.8 EMBANKMENT PLACEMENT AND COMPACTION**

#### **A. General**

1. Place fill materials (embankment) to the specified lines and grades. Place fill in uniform layers not exceeding 8 inches (20cm) in loose thickness. Once placed, moisten or aerate, mix, and compact each layer as specified. Work clay soils to maximum 2-inch (5cm) nominal size before compacting. Do not begin fill placement until the subgrade construction has been approved by the Engineer. Do not place fill on wet or frozen areas. Do not operate heavy equipment for spreading or compacting fill within 4 feet (1.2m) of structures.
2. If grading operations are suspended due to weather, blade the entire area until it is smooth, free of depressions and ruts, and crowned to drainwater.

- B. Compaction
1. Control the fill moisture content to assist in obtaining the specified field density. Maintain the moisture content of fill soils within  $\pm 3\%$  of optimum moisture. Compact each fill layer and the top 8 inches (20cm) of subgrade soil to at least 95 percent of maximum laboratory density as determined by AASHTO T99 or ASTM D698. Compact areas within 4 feet (1.2m) of structures in maximum 8-inch (20cm) loose lifts using power-driven hand-held tampers.
  2. Apply water, when required, at the locations and in the amounts required to compact the material to the specified requirements. Maintain an adequate water supply during the work. Assure the equipment used for watering is of the capacity and design to provide uniform water application. Apply water during the work to control dust and to maintain all embankment and base courses in a damp condition in accordance with Section 1500. Water required for compacting subgrade and/or embankments may be obtained from the municipal system if approved by the Owner, or from other sources.
  3. Do not place fill or embankment when moisture content prevents effective compaction or causes rutting. Dry all embankments having excessive moisture by scarifying and blading the affected areas before compacting or placing succeeding layers.

### **3.9 SUBEXCAVATION/REPLACEMENT BELOW SUBGRADE**

- A. Sub-excavation consists of removing and disposing of unsuitable material from below planned subgrade elevation in cut sections or from below the natural groundline in embankment sections.
- B. Soil is unsuitable if, in the opinion of the Engineer, it contains excessive organics, refuse, construction debris, or other objectionable material; or if it is unstable, rutting or yielding; or if it contains excessive moisture. Generally, soils will be sub-excavated and replaced only if they are unable to adequately support equipment typically used for excavation and soil transport.
- C. Assure the Engineer has measured the area where unstable materials have been removed before backfilling. Do not backfill any area where unstable foundation soils have been excavated until authorized by the Engineer. Backfill placed without approval may be ordered removed and replaced at Contractor expense.
- D. Backfill with either suitable soils from within the project limits or imported pitrun gravel complying with the requirements of Section 2.3, Sub-excavation/Replacement Below Subgrade. Different measurement and payment items are used for the on-site soil and pitrun gravel replacements.
- E. Compact the replacement material to 95% of the maximum laboratory density as determined by AASHTO T99 or ASTM D698.



### **3.10 PROTECTION OF THE WORK**

- A. Repair damaged embankments to the specified elevations and grades. Maintain ditches and drains along the subgrade to drain the subgrade. Assure the finished grade does not deviate more than 0.1 (3cm) foot at any point from the staked elevation and the sum of the deviations from true grade of any two points not more than 30 feet (9m) apart does not exceed 0.1 foot (3cm). Do not place any surface course or pavement until the subgrade has been checked and approved by the Engineer.

**END OF SECTION**

## SECTION 02234

### SUB-BASE COURSE

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is constructing a sub-base course of either crushed or uncrushed materials meeting the specified gradations and other quality criteria specified herein.

##### 1.2 REFERENCES

AASHTO T11	Amount of Material Finer Than No. 200 (0.075 mm) Sieve in Aggregate
AASHTO T27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T89	Determining Liquid Limit of Soils
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T176	Plastic Fines in Graded Aggregates and Soils by the Use of the Sand Equivalent Test
AASHTO T96	Resistance to Degradation of Small-Size Course Aggregate By Abrasion and Impact in the Los Angeles Machine
AASHTO T99 (ASTM D698)	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5-lb (2.5kg) Rammer and 12-Inch (305mm) Drop
ASTM D5821	Determining the percentage of Fractured Particles in Coarse Aggregate
AASHTO T191 (ASTM D1556)	Density of Soil in-Place By Sand Cone Method
AASHTO T310 (ASTM D6938)	In-Place density and water content of the soil and soil aggregate by Nuclear Method (Shallow Depth)

##### 1.3 DENSITY CONTROL TESTING

- A. Field Density Testing
1. Meet the quality control and quality assurance testing requirements in section 01400, Contractor Quality Control and Owner Quality Assurance.
  2. In-place field density tests for quality assurance are at Owner expense meeting AASHTO T191 (ASTM D1556) Sand Cone method or AASHTO T310 (ASTM D 6938), Nuclear Densometer method. Quality assurance field density testing frequency is at the discretion of the Engineer.

3. Retesting of failing areas is at the expense of the Contractor.
- B. Laboratory Maximum Density and Optimum Moisture
  1. Moisture density curves will be provided by the Contractor for each base material supplied. These will be provided at the expense of the Contractor.
- C. Materials Submittals
  1. Submit to the Engineer gradations, moisture density curves and other preliminary test results for sources to be used for base materials prior to delivery to the site for approval by the Engineer. If recycled materials are proposed, CBR test data must be submitted to the Engineer to assure consistency with design requirements.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- A. Furnish select sub-base material meeting the applicable aggregate quality. Limit use of recycled concrete and/or asphalt in the sub base course to a maximum of 50% by weight. Recycled material shall be mechanically blended to assume thorough mixing.

### **2.2 UNCRUSHED SUBBASE**

- A. Furnish material consisting of hard, durable stone, gravel or other similar materials mixed or blended with sand, stone dust, recycled concrete and/or asphalt or other binding or filler materials produced from approved sources, providing a uniform mixture meeting these specifications and compacted into a dense and well-bonded subbase. Oversize material of acceptable quality may be crushed and used in the base material, if the blend meets the specified gradations.
- B. Assure the material retained on the No.4 sieve has a wear not exceeding 50% at 500 revolutions as determined by AASHTO T96.

### **2.3 CRUSHED SUBBASE**

- A. Furnish material having both fine and coarse crushed stone or crushed gravel, and/or natural gravel, and when approved, blended with soil, sand, screenings, recycled concrete and/or asphalt or other materials.
- B. Furnish crushed gravel or stone consisting of hard, durable particles, not containing excessive flat, elongated, soft or disintegrated rock, dirt, or other deleterious matter, and having a wear not exceeding 50% at 500 revolutions as determined by AASHTO T96.
- C. Use production methods that produce a percent of fractured rock in the finished product that is constant and uniform. Crush aggregate so that at least 25% of the material is retained on the No.4 sieve and has one or more mechanically fractured faces.

**2.4 GRADATION**

- A. Produce material, including any added binder or filler, meeting the following Table of Gradations as determined by AASHTO Methods T11 and T27:

**TABLE OF GRADATIONS**

**PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVES**

Passing	4" Minus	3" Minus	2" Minus	1 1/2" Minus	1" Minus
4 Inch	100				
3 Inch	---	100			
2Inch	---	---	100		
1 1/2 Inch	---	---	---	100	
1 Inch	---	---	---	---	100
No.4	25-60	25-60	25-60	25-60	25-70
No.40	10-30	10-30	10-30	10-30	10-30
No.200	2-10	2-10	2-10	2-10	2-10

- B. Up to 5% "oversized" material is permitted provided that the "oversized" material passes the screen size immediately larger than the top size specified. The material between the maximum screen opening and the No.4 sieve shall be reasonably well graded.
- C. Suitability of the aggregate is determined by the gradation testing of material placed in the project as required in the Contract documents, within the allowable limits described by the Table of Gradations for the particular grading specified.
- D. Assure the liquid limit for the aggregate fraction passing a No.40 sieve does not exceed 25, nor the plasticity index exceed 6, as determined by AASHTO T89 and T90.

**2.5 WATERING:**

- A. Use water from an approved source.

**PART 3 - EXECUTION**

**3.1 PREPARATION**

- A. Immediately before placing the base course, blade smooth and shape the underlying subgrade, subbase or base course to the plan cross-section before the base course is placed on the street. Do not place sub-base course on wet or muddy subgrade or subbase course. Maintain at least 1 completed area of finished and accepted subgrade or sub-base course in advance of placing base course.

### **3.2 PLACEMENT AND SPREADING**

- A. Mix and place the material in maximum 6-inch (15 cm) horizontal layers loose thickness. Deposit and spread each load of material on the prepared subgrade, or on a completed sub-base course layer continuously without breaks. Assure hauling over the subgrade or over any completed subbase course does not damage the subgrade, sub-base or base course.
- B. Spread using dump boards, spreader boxes, or moving vehicles equipped to distribute the material in a uniform layer or a windrow. Place and spread the material in a uniform layer to the specified depth without causing segregation. Once the base course is spread, blade-mix it the full depth by alternately blading the entire layer to the centerline and back to the roadway edge.
- C. For multiple layers, mix each layer as specified above. Blade smooth and compact each layer before placing the succeeding layer.
- D. Uniformly add water, when required, on site and place in amounts required to compact the material as necessary to aid in densification and to limit segregation. Maintain an adequate water supply during the work. Assure the equipment used for watering is of the capacity and design to provide uniform water application.
- E. Apply water during the work to control dust and to maintain the base course in a damp condition.
- F. Where crushed sub-base is specified, produce a product with at least 25% of the material retained on the No.4 sieve having one or more fractured faces.
- G. Water required for compacting base gravel may be obtained from the municipal system if approved by the Owner, or from other sources.
- H. Compact the material using appropriate tamping equipment or power rollers. Correct all irregularities or depressions that develop under rolling by scarifying the material and adding or removing material, as required, until the surface meets specifications.
- I. Blade and compact alternately, as required to produce the specified surface until final inspection. Tamp the material along curbs, headers, manholes, and similar structures and all places inaccessible to rollers using approved mechanical tampers or hand tampers meet field density requirements.

### **3.3 FIELD DENSITY REQUIREMENTS**

- A. Furnish watering and rolling to obtain a minimum field density of 95% of the maximum dry density determined by AASHTO T99. No separate compensation is allowed for rolling and watering the sub-base course other than the sub-base course bid item or items listed on the Contract documents.

### **3.4 SURFACE TOLERANCES**

- A. Finish the sub-base course so that when tested using a 10-foot (3m) straight edge placed on the surface with its center line parallel to the street center, the maximum surface deviation from the straight edge does not exceed  $\frac{1}{2}$  inch (12.7mm). Additionally, the finished grade cannot deviate more than 0.1 foot (30mm) at any point from the staked elevation and the sum of the deviations from two points not more than 30 feet (9.14m) apart cannot exceed 0.1 feet (30mm).
- B. Perform all sub-base course corrections to meet the above tolerances using approved methods and materials. Payment for patching aggregate is at the unit price bid for the sub-base course material.

**END OF SECTION**

**SECTION 02235**  
**CRUSHED BASE COURSE**

**PART 1 - GENERAL**

1.1 DESCRIPTION

- A. This work is the placing of one or more base courses composed of crushed gravel, stone or other similar materials meeting the gradation and other quality criteria specified herein.

1.2 REFERENCES

AASHTO T11	Materials Finer than No. 200 (0.075 mm) Sieve in Aggregate
AASHTO T27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T89	Determining Liquid Limit of Soils
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T176	Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
AASHTO T96	Resistance to Degradation of Small-Size Coarse Aggregate By Abrasion and Impact in the Los Angeles Machine
AASHTO T99 (ASTM D698)	Moisture-density Relations of Soils and Soil-Aggregate Mixtures Using 5-lb (2.5 kg) Rammer and 12-Inch (305 mm) Drop
ASTM D5821	Determining the Percentage of Fractured Particles in Coarse Aggregate
AASHTO T191 (ASTM D1556)	Density of Soil In-Place By Sand Cone Method
AASHTO T310 (ASTM D6938)	In-Place density and water content of the soil and soil aggregate by Nuclear Method (Shallow Depth)

1.3 DENSITY CONTROL TESTING

- A. Field Density Testing
1. Meet the quality control and quality assurance testing requirements in section 01400, Contractor Quality Control and Owner Quality Assurance.
  2. In-place field density tests for quality assurance are at Owner expense meeting AASHTO T191 (ASTM D1556) Sand Cone method or AASHTO T310 (ASTM D6938) Nuclear Densometer method. Quality assurance field density testing frequency is at the discretion of the Engineer.

3. Retesting of failing areas is at the expense of the Contractor.
- B. Laboratory Maximum Density and Optimum Moisture
  1. Moisture density curves will be provided by the Contractor for each base material provided. These will be provided at the expense of the Contractor.

#### 1.4 MATERIALS SUBMITTALS

- A. Submit to the Engineer gradations, moisture density curves and other test results for sources to be used for base materials prior to delivery to the site for approval by the Engineer. If recycled materials are proposed, CBR test data must be submitted to the Engineer to assure consistency with design requirements.

### **PART 2 - PRODUCTS**

#### 2.1 GENERAL

- A. Furnish aggregate base material meeting the applicable aggregate quality requirements. Limit use of recycled concrete and/or asphalt in the crushed base course to a maximum of 50% by weight. Recycled material shall be mechanically blended to assure thorough mixing.

#### 2.2 CRUSHED BASE MATERIAL

- A. Consists of both fine and coarse fragments of crushed stone or crushed gravel, and/or natural gravel, and when approved, blended with sand, finely crushed stone, crusher screenings, recycled concrete and/or asphalt or other similar materials. Where recycled materials are permitted, project specifications shall state the minimum required CBR value (design minimum) of the Crushed Base Course.
- B. Use crushed stone or gravel consisting of hard, durable particles of fragments of stone, free of excess of flat, elongated, soft or disintegrated pieces, dirt, or other deleterious matter, and having a percent of wear of not exceeding 50 at 500 revolutions when tested under AASHTO T96.
- C. Crush material so that the percentage of fractured particles in the finished product is as constant and uniform as practical. Crush to produce material where at least 50% of the material retained on the No. 4 sieve has at least one fractured face.
- D. Incorporate all material produced in the crushing operation and passing the No. 4 mesh sieve into the base material necessary to meet the gradation requirements.
- E. When available, incorporate reclaimed glass cullet into the base course material. A minimum of 3% and a maximum of 15% of the base course material shall be reclaimed glass. The reclaimed glass shall be crushed so that 100% of the crushed glass passes a 3/8 inch screen. No more than 10% of the material retained on an individual sieve ¼



inch or larger shall be glass, based upon visual examination and weight.

## 2.3 GRADATION

- A. As determined by AASHTO Methods T11 and T27, furnish material for the grading specified in the contract documents including binder or filler, which may have been added at the plant or at the site, meeting the requirements of that grading in the Table of Gradations below:

**TABLE OF GRADATIONS**

**PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVE**

Passing	1½" Minus	1" Minus	¾" Minus
1½ Inch	100		
1 Inch	—	100	
¾ Inch	—	—	100
½ Inch	—	—	—
No. 4 Sieve	25 - 60	40 - 70	40 - 70
No. 10 Sieve	—	25 - 55	25 - 55
No. 200 Sieve	0 - 8	2 - 10	2 - 10

- B. Up to 5% "oversized" material is permitted provided that the "oversized" material passes the screen size immediately larger than the top size specified. The produced material between the maximum screen opening and the No.4 sieve shall be reasonably well graded.
- C. Suitability of the aggregate is based on samples obtained during placement in the project within limits allowed in the table for the particular grading specified.
- D. That portion of the fine aggregate passing the No. 200 sieve must be less than 60% of that portion passing the No. 40 sieve.
- E. The liquid limit for that portion of the fine aggregate passing a No. 40 sieve cannot exceed 25, nor the plasticity index exceed 6, as determined by AASHTO T89 and T90.

## 2.4 WATERING:

- A. Use water from an approved source.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Before placing the base course, smooth and shape the surface of the underlying subgrade, sub-base or base course to the cross section shown on the plans before placing the base

course.

- B. Do not place base course on a wet or muddy subgrade or sub-basecourse. Complete at least one area of finished and accepted subgrade, sub-base or underlying base before the placing of any base course.

### 3.2 PLACEMENT AND SPREADING

- A. Mix and place the material in maximum 8 inches (20 centimeters) compacted layers unless otherwise approved. Deposit and spread each load of material on the prepared subgrade, or on a completed sub-base or base course layer continuously without interruption. Discontinue operating haul units over subgrade, or over any sub-base or base course completed if the haul units damage the subgrade, sub-base or base course.
- B. Deposit and spread the material in a uniform layer, without segregation, to a loose depth so that when compacted, and making allowance for any filler to be blended on the road, the layer has the specified thickness.
- C. Spread material using dump boards, spreader boxes, or vehicles equipped to distribute the material in a uniform layer. The material may be deposited in windrows mixed and spread as described below.
- D. Construct each layer meeting these requirements. Blade smooth and thoroughly compact each layer as specified before placing the succeeding layer.
- E. If segregation or moisture problems exist, or if the material was placed on the road in windrows, thoroughly blade-mix the material of the affected layer by alternately blading to the center and back to the edges of the street.
- F. Uniformly add water, when required, on site and place in amounts required to compact the material as necessary to aid in densification and to limit segregation. Maintain an adequate water supply during the work. Assure the equipment used for watering is of the capacity and design to provide uniform water application.
- G. Apply water during the work to control dust and to maintain the base course in a damp condition in accordance with Section 01500 under Dust Control.
- H. Uncontaminated water required for compacting base gravel may be obtained from the municipal system if approved by the owner, or from other sources.

### 3.3 FIELD DENSITY REQUIREMENTS

- A. Compact placed material the full width by rolling with suitable tamping equipment or power rollers. Correct all irregularities or depressions that develop during rolling by loosening the material in these places and adding or removing material, as required.
- B. Perform blading and compacting alternately as required or directed, to maintain a

smooth, even, uniformly compacted surface until the final inspection. Along curbs, headers, manholes, and similar structures, and at all places not accessible to the roller, compact the base course material with suitable mechanical tampers or hand tampers to reach the compaction requirements.

- C. Provide the watering and rolling required to obtain a minimum field density of 95% of maximum dry density as determined by AASHTO T99. No separate compensation is made for rolling and watering the base course other than the base course bid item or items listed on the contract documents.

#### 3.4 SURFACE TOLERANCES

- D. The base course surface when finished and tested with a 10-foot (3.0 meter) straight edge placed on the surface with its center line parallel to the center line of the street, will not have a surface deviation from the straight edge exceeding 3/8- inch (1.0 centimeter). Additionally, the finished grade cannot deviate more than 0.05 feet (1.5 centimeters) at any point from the staked elevation, and further, the sum of the deviations from two points not more than 30 feet (9.0 meters) apart cannot exceed 0.05 feet (1.5 centimeters).
- E. For base course receiving asphalt concrete surfacing, the finished grade cannot deviate more than 0.02 feet (0.6 centimeters) at any point from the staked elevations, and the sum of the deviations from two points not more than 30 feet (9.0 meters) apart cannot exceed 0.02 feet (0.6 centimeters).
- F. If patching of the base course is necessary to meet the tolerances, perform patching using methods and aggregates approved by the Engineer. Payment for patching aggregate is at the unit price bid for the base course material.

**END OF SECTION**

## SECTION 02502

### ASPHALT PRIME AND/OR TACK COAT

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is the single application of asphalt material as specified in the contract documents on a prepared sub-grade, sub-base, base or asphalt surface meeting the plans and specifications.

#### PART 2 - PRODUCTS

##### 2.1 GENERAL

- A. Unless otherwise specified in the contract documents, do not use type SS-1h emulsified asphalt. Furnish asphalt material grade and typed as specified below.
  - 1. Furnish Liquid Asphalt, MC-70 meeting the requirement of Section 702 of the MDT Standard Specifications for all asphalt prime coat applications.
  - 2. Furnish Liquid Asphalt, MC-800 and/or MC-3000 meeting the requirement of Section 702 of the MDT Standard Specifications for all chip seal applications on gravel roads.
  - 3. Furnish Emulsified Asphalt, SS-1 meeting the requirements of Table 1 in this section for all asphalt tack coat applications.
  - 4. Furnish Emulsified Asphalt, CRS-2 or CRS-2P meeting the requirements of Table 2 in this section for all asphalt chip seal applications.
- B. Furnish Blotter Sand as specified below meeting the requirements of MDT 407.02.2.
  - 1. Blotter material shall be 100% passing the ½-inch (12.5 mm) screen having a PI of 6 or less.

**TABLE 1  
SPECIFICATIONS FOR ANIONIC EMULSIFIED ASPHALTS**

TYPE	RAPID SETTING				MEDIUM SETTING						SLOW SETTING			
	RS-1		RS-2		MS-1		MS-2		MS-2h		SS-1		SS-1h	
Test of Emulsions:	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt-Furol at 77°F (25°C)	20	100	...	...	20	100	100	...	100	...	20	100	20	100
Viscosity, Saybolt-Furol at 122°F (50°C)	...	...	75	400	...	...	...	...	...	...	...	...	...	...
Demulsibility*, 35ml, 0.02N CaCl <sub>2</sub> , percent	60	...	60	...	...	...	...	...	...	...	...	...	...	...
Residue by Distillation, percent	55	...	63	...	55	...	65	...	65	...	57	...	57	...
Test on Residue from distillation tests														
Penetration, 77°F (25°C), 100g, 5s	100	200	100	200	100	200	100	20	40	90	100	200	40	90
Ductility, 77°F (25°C), 5cm/min, cm.	40	...	40	...	40	...	40	...	40	...	40	...	40	...
Solubility in Trichloroethylene	97.5	...	97.5	...	97.5	...	97.5	...	97.5	...	97.5	...	97.5	...
Suggested Uses:	Surface treatment penetration macadam and tack coat		Surface treatment and penetration macadam		Plant or road mixture with course aggregate, substantially all of which is retained on a No. 8 (2.36 mm) sieve and practically none of which passes a No. 200 (0.075 mm) sieve, tack			Plant or road mixture with course aggregate, substantially all of which is retained on a No. 8 (2.36 mm) sieve and practically none of which passes a No. 200 (0.075 mm) sieve.			Plant or road mixture with graded and fine aggregates, substantially quantity of which passes a No. 8 (2.36 mm) sieve and a portion of which may pass a No. 200 (0.075 mm) sieve. Slurry seal treatment.			
* The demulsibility test shall be made within 30 days from the date of shipment.														

**TABLE 2  
SPECIFICATIONS FOR CATIONIC EMULSIFIED ASPHALTS ASSHTO M208**

<u>TYPE</u>	<u>RAPID SETTING</u>				<u>MEDIUM SETTING</u>				<u>SLOW SETTING</u>				
GRADE	CRS-1		CRS-2		CMS-1		CMS-2h		CSS-1		CSS-1h		
Test of Emulsions:	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
Viscosity, Saybolt-Furol at 77°F (25°C)	...	...	...	...	...	...	...	...	...	20	100	20	100
Viscosity, Saybolt-Furol at 122°F (50°C)	...	20	100	100	400	50	450	50	450	...	...	...	...
Demulsibility <sup>A</sup> 35ml, 0.08% sodium dioctyl sultrosuccinate, %	40	...	40	...	...	...	...	...	...	...	...	...	...
Particle Charge Test	Pos	...	Pos	...	Pos	...	Pos	...	Pos <sup>B</sup>	...	...	...	Pos <sup>B</sup>
Distillation: Oil distillation by volume of emulsion, percent	...	...	3	...	3	...	12	...	12	...	...	...	...
Residue, percent	60	...	...	65	...	65	...	65	...	...	57	...	57
Test on Residue from distillation tests													
Penetration, 77°F (25°C), 100g, 5s	100	250	100	250	100	250	40	90	100	250	40	90	...
Ductility, 77°F (25°C), 5cm/min, cm.		40	...	40	...	40	...	...	40	...	40	...	40
Solubility in Trichloroethylene	97.5	...	...	97.5	...	97.5	...	97.5	...	...	97.5	...	97.5
Suggested Uses:  <sup>A</sup> The demulsibility test shall be made within 30 days from the date of shipment.  <sup>B</sup> If the particle charge test result is inconclusive, mate- rial having a maximum pH value of 6.7 will be accepta- ble.	Surface treatment, penetration macadam and tack coat		Surface treatment and penetration macadam		Plant or road mixture with course aggregate, substantially all of which is retained on a No. 8 (2.36 mm) sieve and practically none of which passes a No. 200 (0.075 mm) sieve.				Plant or road mixture with graded and fine aggregates, a substantial quantity of which passes a No. 8 (2.36 mm) sieve and a portion of which may pass a No. 200 (0.075 mm) sieve. Slurry seal treat- ment.				

## **PART 3 - EXECUTION**

### **3.1 DISTRIBUTORS**

- A. Use a pressure distributor for prime and tack coats that distributes the required amount of asphaltic material at the specified temperature in a uniform spray, without atomization. Assure the distributor is pneumatic tired and does not rut or otherwise damage the surface being sprayed. Equip it with a bitumeter having a dial visible to the truck driver for maintaining the constant speed required for application at the specified rate.
- B. Assure the pump is operated by a separate power unit or by the truck power unit. Equip the pump with a tachometer having a dial readily visible to the operator, registering gallons per minute passing through the nozzles.
- C. The distributor shall be designed so that the normal width of application shall be not less than 12 feet (3.66 m), with provision for the application of lesser or greater width when necessary. The distributor shall be designed or equipped so that the height of the spray bar above the surface to be sprayed, may be set and maintained within a tolerance of 1/2 inch (13 mm) (plus or minus) of the height required to provide a uniform application.
- D. Assure the distributor is equipped and operated so that the asphaltic material is circulated or agitated throughout the entire heating system. Provide a means for constant, accurate temperature indication of the asphaltic material is provided. Assure the thermometer well is placed without contacting the heating tube.

### **3.2 ASPHALT PRIME COAT**

- A. Asphalt prime coat will be applied only if specified in the plans or special provisions. See section 02502.4.
- B. Apply MC-70 at a rate of 0.20 gallons per square yard (0.91 L/m<sup>2</sup>) on all asphalt prime coat application.
- C. Immediately before applying the prime coat, clean the surface to be primed of all dirt and loose materials using blowers or a power broom, supplemented by hand brooming if necessary. Finish the surface to receive the asphalt material to the specified requirements for smoothness, compaction, and grade. Apply prime coat when the surface is dry or slightly damp and when the air temperature in the shade is not less than 50° Fahrenheit (10° C).
- D. Apply asphalt material using a pressure distributor at the rate or rates directed by the Engineer.

- E. Before spraying, spread building paper over the surface from the joint back, for the distance required for the spray bar to begin spraying and operating at full force when the surface to be treated is reached. Once the asphalt is applied, remove and dispose of the building paper. Assure the spray bar is shut off instantaneously at each construction joint to assure a straight line and full application of asphalt prime up to the joint. If required to prevent dripping, insert a drip pan under the nozzle where the application ends. Use a hand sprayer to apply primer material to touch up all spots missed by the distributor.
- F. Protect the surfaces of structures and trees adjacent to the area being treated from being spattered or marred. Do not discharge asphalt material into borrow pits or gutters.
- G. After the prime coat has been applied, assure it is left undisturbed for at least 24 hours or until it is cured or blotted. Blot all excess asphalt material remaining on the surface after 24 hours with sand before opening the surface to traffic. Maintain the primed or tacked surface until the surfacing has been placed. Maintenance includes spreading any additional sand required to prevent asphalt material adhering to the tires of vehicles using the surface and patching all breaks in the surface with additional bituminous material. Any area of surface disturbed by traffic or otherwise, is to be cleaned before the next course is placed. Before placing the surface course, sweep all excess and/or loose sand used for blotter from the surface.

### **3.3 ASPHALT TACK COAT**

- A. The asphalt tack coat is the application of a diluted, slow-breaking, SS-1 asphalt emulsion to ensure bond between the surface being paved and the overlying course. Immediately before applying the tack coat, clean the surface to be tacked of all dirt and loose materials using blowers or power brooms, supplemented by hand brooming if necessary.
- B. Apply tack coat when the surface is dry or slightly damp, and when the air temperature in the shade is at least 50° Fahrenheit (10° C).
- C. Dilute the asphalt emulsion, SS-1, with water at one part emulsion to one part water. Apply the diluted emulsion using a pressure distributor at the rate of 0.1 gallon per square yard (4.5 liters per square meter).
- D. Before application, spread building paper over the surface, from the joint back, for the required distance for the spray bar to begin spraying and operating at full force when the surface to be treated is reached. Once the asphalt is applied, remove and dispose of the building paper. Shut off the spray bar instantaneously at each construction joint to assure a straight line and full application of asphalt tack up to the joint. If required to prevent dripping, insert a drip pan under the nozzle where the application is stopped. Use a hand sprayer to apply primer material for touching up all spots missed by the distributor.
- E. After the tack coat has been applied, assure it is undisturbed until the asphalt emulsion has “broken”, generally within 30 minutes of application. Place the next paving course after the emulsion has broken.



- F. Schedule operations so that all tack coats are placed with the asphalt-paving course in the same day.

**END OF SECTION**

## SECTION 02504

### ASPHALT SEAL COAT

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is applying a single application of asphalt material on a prepared asphalt surface, followed by spreading seal coat aggregate meeting these specifications.

##### 1.2 REFERENCES

AASHTO T11	Amount of Material Finer than No. 200 (0.075 mm) Sieve in Aggregate
AASHTO T27	Sieve Analysis of Coarse and Fine Aggregates
AASHTO T89	Determining the Liquid Limit of Soils
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T96	Resistance to Degradation of Small-Size Coarse Aggregate By ASTM
C131	Abrasion and Impact in the Los Angeles Machine
MT 309	Determining the Percentage of Adhesion of Bituminous Materials to Aggregate
MT 228	Method of Test for Evaluating Cleanness of Cover Coat Material

#### PART 2 - PRODUCTS

##### 2.1 ASPHALT

- A. Furnish asphalt material meeting the specifications in Section 02502; ASPHALT PRIME AND/OR TACK COAT and the contract requirements.

##### 2.2 AGGREGATE

- A. Unless otherwise specified, furnish ½ inch (13 mm) seal coat aggregate meeting the requirements of Section 2510: Asphalt Concrete Pavement and Table 1 in this section for all chip seal applications on gravel roads.

- B. Unless otherwise specified, furnish 3/8 inch (9.5 mm) seal coat aggregate meeting the requirements of Section 2510: Asphalt Concrete Pavement and Table 2 for all chip seal applications on asphalt roads.
- C. Furnish material consisting of crushed stone or crushed aggregate that is clean, durable fragments free from an excess of flat, elongated, soft or disintegrated pieces, clay balls or other deleterious material. Assure the material produced is free from adherent films of clay or rock dust and is washed thoroughly. No combination of shale, clay, coal, or soft particles can exceed 1.5 percent. Assure the aggregate has a minimum cleanness value of 75 when tested under Montana Test Method MT228.
- D. The material cannot exceed a wear of 40% at 500 revolutions when tested under AASHTO Method T96 Grading C. A minimum of 70% by weight of the coarse aggregate (retained on No.4 Sieve) must have at least one fractured face.
- E. The aggregate, or a composite mixture, must show no detrimental stripping when tested under Montana Test Methods MT-309. If stripping exceeds 5%, the aggregate will be rejected or an alternate grade of asphalt substituted to reduce stripping below 5%.
- F. For all gradings, that portion of the aggregate passing a No. 40 sieve must be non-plastic as determined by AASHTO T89 and T90.
- G. When tested by AASHTO Methods T11 and T27 in conjunction with water wash, chips must meet the grading requirements of the following tables:

**TABLE 1**  
**1/2" SEAL COAT AGGREGATE - TABLE OF GRADATION**

Sieve Designation	Percentage of Weight Passing Sieves
5/8-inch Sieve	100
3/8-inch Sieve	35 - 55
No. 4 Sieve	0 - 15
No. 8 Sieve	0 - 5
No.200 Sieve	0 - 2

**TABLE 2**  
**3/8" SEAL COAT AGGREGATE - TABLE OF GRADATION**

Sieve Designation	Percentage of Weight Passing Sieves
1/2-inch Sieve	100
3/8-inch Sieve	85 - 100
No. 4 Sieve	10 - 30
No. 10 Sieve	0 - 10
No. 40 Sieve	0 - 2

**TABLE 3**  
**1/4" SEAL COAT AGGREGATE - TABLE OF GRADATION**

Sieve Designation	Percentage of Weight Passing Sieves
3/8-inch Sieve	100
1/4-inch Sieve	85 - 100
No. 8 Sieve	0 - 25
No. 16 Sieve	0 - 10
No. 40 Sieve	0 - 2

**TABLE 4**  
**SAND SEAL COAT AGGREGATE - TABLE OF GRADATION**

Sieve Designation	Percentage of Weight Passing Sieves
1/4-inch Sieve	100
No. 8 Sieve	10 - 40
No. 16 Sieve	0 - 10

**PART 3 - EXECUTION**

**3.1 EQUIPMENT**

- A. Distributor
  - 1. Furnish distributors meeting the requirements of Section 02502; ASPHALT PRIME AND/OR TACK COAT.
- B. Brooms
  - 1. Provide power brooms, or a power blower or both.

**3.2 AGGREGATE SPREADER**

- A. Furnish an independent, self-propelled aggregate spreading equipment (Flaherty Spreadmaster or equal) that can be adjusted to spread the specified quantity of cover aggregate per square yard (square meter).

### 3.3 CONSTRUCTION METHODS:

#### A. Seasonal Limitations

1. Seal coating operations cannot be performed after September 1 for areas higher than 3,500 feet (1,070 meters) above sea level. For areas below 3,500 feet (1,070 meters) above sea level, seal coating operations are not permitted after September 15.

#### B. Weather Limitations

1. Do not apply asphalt material when the street face is damp or wet, or when the atmospheric temperature in the shade is less than 65° F (18° C). Do not start work without the Engineer's approval and terminate work at once in event of rain. Terminate seal coating work just before dark, and stop work during wind that blows sand, dust or other foreign matter into the spread asphalt material before the aggregate is applied.
2. Do not perform seal coat work if the local weather forecast includes a predicted temperature lower than 45 degrees Fahrenheit (7° C) within 12 hours after the intended close of the work for the day.
3. Do not perform seal coat work if the local weather forecast includes a probability of precipitation greater than 45% within the intended schedule of operations for the day. Regardless of the weather forecast, seal coat work may be suspended if impending adverse weather conditions occur in the vicinity of the work.

#### C. Preparation of Surfaces

1. General
  - a. Do not start coat operations until the Engineer determines the asphalt surface course to be seal coated is thoroughly compacted and rolling and all holes and breaks in the surface and edges are repaired. In no event, unless ordered in writing by the Engineer, is the seal coat to be placed on newly constructed or reconditioned surfaces within 7 days of the surface having been placed.
2. Cleaning
  - a. Immediately before applying the asphalt material, clean the surface of all dust, dirt, sand or other objectionable material that prevents complete coverage or bond between the asphalt material and the street surface, using a rotary power broom or blower, by hand sweeping, or both, as required. Thoroughly clean the outer edges adjacent to vertical curbs. Do not mix material removed from the surface with the cover aggregate.

#### D. Application of Asphalt Material

1. Apply asphalt material at a rate of 0.35 gallons per square yard (1.6 L/m<sup>2</sup>) when using Emulsified Asphalt CRS-2 or CRS-2P, and at a rate of 0.50 gallons per square yard (2.3 L/m<sup>2</sup>) when using Liquid Asphalt MC-800 or MC-3000.
2. Apply asphalt material at a rate of 0.20 gallons per square yard (0.9 L/m<sup>2</sup>) for sand seal applications.
3. Apply the asphalt material uniformly at the rate specified.

4. The Engineer may require adjustments in the application during the work. When heating is required, take precautions to avoid fire hazard. Thoroughly clean the distributor before use unless its last use was with the same type of asphaltic material specified for the work.
5. Before application, spread building paper over the surface, from the joint back, for the distance required for the spray bar to begin spraying and operating at full force when it reaches the surface to be treated. After the asphalt is applied, remove and dispose of the building paper.
6. Shut off the spray bar instantly at each construction joint to assure a straight line and the full application of asphaltic binder up to the joint. If required to prevent dripping, insert a drip pan under the nozzles when the application is stopped.
7. Use a hand sprayer to apply asphaltic binder to touch up all spots missed by the distributor.
8. Before and during seal coating operations, calibrate or check the adjustments on the distributor as follows:
  - a. Tank calibration
  - b. Nozzle adjustment and pressure
  - c. Spray bar height
  - d. Bitumeter calibration
  - e. Transverse and Longitudinal Spread of Asphalt Material.
    - 1) Transverse spread variation shall not exceed 15%
    - 2) longitudinal spread variation shall not exceed 10% plus or minus of the rate specified.)

**E. Application of Seal Coat Material**

1. Apply seal coat material at a rate of 25 pounds per square yard (13.6 kg/m<sup>2</sup>) on all chip seal applications. Apply seal coat material at a rate of 15 pounds per square yard (8.1 kg/m<sup>2</sup>) on all sand seal applications. During the course of the work, make adjustments in the rate of application as required or as directed by the Engineer.
2. Assure the cover coat material is stockpiled enough in advance of the work so that excess water has drained from the aggregate. Do not spread seal coat aggregate if the moisture content of the aggregate exceeds 2 percent.
3. Uniformly distribute the cover coat at the specified rate using a mechanical or a self-propelled spreader immediately after the asphaltic material application. If weather or surface conditions make require, restrict the application of asphalt material to the area coverable by the cover coat material available in the trucks. Assure cover aggregate is available at all times to assure continuous seal coating operations. Do not apply seal coat aggregate to cold, dried or partially dried asphalt material.

4. Immediately after spreading, roll the aggregate with self-propelled, pneumatic-tired rollers. Roll in a longitudinal direction, beginning at the outer edges of the treatment and working toward the center. Overlap the previous strip by about one-half the roller width. Do not allow the roller speed to exceed 7 mph during initial rolling or 15 mph after initial rolling. Complete the first rolling of the aggregate within one-half hour of it being spread. Continue rolling until a smooth, thoroughly compacted surface is obtained. Roll at least 3 complete passes with each roller. If the seal coat is finished in partial widths at a time, leave 4 to 6 inches (100 mm to 150 mm) of the inside edge uncovered with aggregate to permit overlap of asphaltic material when the remaining portion of the surface is treated.
5. Remove all loose aggregate from the pavement after the work is completed, and dispose of at the specified location. If a location is not designated the chips become the Contractor's property.

#### 3.4 PROTECTION OF STREET SIDE STRUCTURES AND TRAFFIC CONTROL:

- A. Protect all sign posts, street lamp posts, trees, shrubs and tops of curbs and gutters from splashing asphaltic material. Compensation for furnishing, erecting and removing such protection is included in the unit price bid for the application of asphalt material.
- B. Keep traffic off of freshly sprayed asphalt.
- C. It is the sole responsibility of the Contractor to furnish and post "No Parking" signs along both sides of the street(s) intended for seal coating. The "No Parking" signs shall be posed at 100-foot intervals and securely fastened to their support posts. (Wood laths may be used.) It is also the responsibility of the Contractor to remove and dispose of all "No Parking" signs and their supports immediately after the seal coating operations have been completed on each street. "No Parking" signs shall be posed 24 hours in advance of seal coating operations. The Contractor shall notify the public as to the proposed streets to be seal coated and the corresponding dates of the construction activities. The Contractor shall be responsible for removing all vehicles from streets to be seal coated. Traffic will be allowed onto streets upon completion of the seal coat improvements. However, traffic will be required to operate at 15 mph for a period of 48 hours following completion of the seal coat. It is the responsibility of the Contractor to erect, maintain and remove the temporary speed control signs for the appropriate streets.

**END OF SECTION**

## SECTION 02510

### ASPHALT CONCRETE PAVEMENT

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This Work is the production and placement of plant mix asphalt concrete pavement.
- B. Hot plant mix asphalt concrete is a mineral aggregate and asphalt material mixed at a hot plant meeting these specifications and placed in one or more courses on a newly prepared or existing street roadway in accordance with the contract documents.

##### 1.2 REFERENCES

AASHTO T11 (ASTM D1140)	Amount of Material Finer than No. 200 (0.075 mm) Sieve in Aggregate
ASTM D5361	Standard Practice for Sampling Compacted Bituminous Mixtures for Laboratory Testing
AASHTO T27 (ASTM C136)	Sieve Analysis of Fine and Coarse Aggregate
AASHTO T89 (ASTM D4318)	Determining Liquid Limit of Soils
AASHTO T90 (ASTM D4318)	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T283 (ASTM D4867)	Resistance of Compacted Asphalt Mixtures to Moisture-Induced Damage
AASHTO T176 (ASTM D2419)	Plastic Fines in Graded Aggregates and Soils by Use of The Sand Equivalent Test
AASHTO T96 (ASTM C131)	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
AASHTO T312 (ASTM D6925)	Standard Test Method for Preparation and Determination of the Relative Density of Asphalt Mix Specimens by Means of the Superpave Gyrotory Compactor
ASTM D2041	Theoretical Maximum Specific Gravity and Density of Bituminous Mixtures
ASTM C1097	Hydrated Lime for Use in Asphalt Cement or Bituminous Paving Mixtures
ASTM D3666	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials



ASTM D5821	Percentage of Fractured Particles in Coarse Aggregate
ASTM C123	Lightweight Particles in Aggregate
ASTM D6307	Asphalt Content of Asphalt Mixture by Ignition Method
ASTM C142	Clay Lumps and Friable Particles in Aggregates
MS-2	Asphalt Institute – Mix Design Methods

## **PART 2 - PRODUCTS**

### **2.1 GENERAL:**

- A. The Asphalt Concrete Surface Course must have at least a 3-bin separation, when continuous flow mixing types of plants are used. When a drum dryer is used with a weight batching system from dry bins, separate and stockpile the crushed aggregate into two sizes.
- B. Unless otherwise specified, furnish Type B or B-Modified aggregate meeting the requirements of Table 1 in this section for all asphalt pavement applications.
- C. Unless otherwise specified, furnish (PGAB) PG58-28 Asphalt Binder Material meeting the requirements of Table 2 in this section for all asphalt pavement application.
- D. Prepare pavement course to conform to the lines, grades, thickness and typical cross sections shown in project documents and plans, and shall be rolled, finished, and approved by the Engineer before the placement of the next course.

### **2.2 PLANT MIX AGGREGATES**

- A. Furnish aggregates from acceptable sources approved by the Engineer.
- B. Furnish test data as outlined in this section on each source to be used for acceptance by the Engineer.
- C. Designation of the source of supply and the acceptability of the material there from, does not extend to the grading of the material as it may naturally come from the pit or crusher. Adjust the crusher and screens to remove certain portions of the material as may be necessary to furnish gravel that will comply with the specifications in the contract. No additional compensation will be allowed for such adjustment of the equipment or the rejection of waste. It is understood that the Engineer may order procurement of material from any portion of any area designated as a pit site and may reject portions of the deposit as unacceptable.

- D. Aggregate materials shall not contain more than 1.5% by weight of clay lumps, shale, or coal, nor shall light weight particles exceed 3.5% by weight. No combination of clay, shale, coal, or lightweight particles shall exceed 3.5% by weight. Do not use Scoria (fired clay). Aggregate materials shall conform to the grading stipulated in the contract documents. Use reasonable care in the selection of material in a pit so that uniform product will be produced at all times. No compensation will be allowed for such stripping of the pit as may be required in order that satisfactory material may be secured.
- E. Aggregate used shall consist of gravel, crushed to the specified size, crushed stone, composed of hard durable pebbles or stone fragments, reclaimed asphalt pavement, and finely crushed stone filler, sand or natural clean material, or other fine mineral material. The portion of the material retained on the No. 4 sieve (4.74 mm) will be called coarse aggregate and that passing the No. 4 sieve (4.74 mm) and retained on the #200 sieve (0.075 mm) will be call fine aggregate. The material Passing the #200 (0.075 mm) will be called mineral filler. The reclaimed asphalt pavement shall be removed from its original location and reduced by suitable means to such particle size as may be required for use in hot plant mix asphalt concrete.
- F. For all gradings of fine aggregate, including any blended fine aggregate and mineral filler, passing a No 40 sieve (0.425 mm), shall have a liquid limit not exceeding 25 and a plasticity index of not more than 6.
- G. Produce coarse aggregate retained on the No. 4 sieve (4.75 mm) having a minimum of 75% by weight of particles with at least two mechanically fractured faces. When fractures are contiguous, assure the angle between the fracture planes is at least 30 degrees to count as two fractured faces.
- H. Preliminary acceptance of aggregates proposed for use may be made at the point of production. Final acceptance will be made only after tests of the aggregates are complete and in place.
- I. Surface Course Asphalt Plant Mix Aggregate:

*TABLE 1  
REQUIREMENTS FOR GRADING OF SURFACE COURSE AGGREGATE*

Percentage by Weight Passing Job Mix Target Bands						
Sieve Size	A 1"	B ¾"	C ½"	D 3/8"	E #4	Job Mix Tolerances
1" (25.0 mm)	90 - 100	100				---
¾" (19.0 mm)	90 Max	90 - 100	100			+/- 5
½" (12.5 mm)		90 Max	90 - 100	100	100	+/- 5
3/8" (9.5 mm)			90 Max	90 - 100	95 - 100	+/- 5
No 4 (4.75 mm)				90 Max	90 - 100	+/- 5
No 8 (2.36 mm)	19 - 45	23 - 49	28 - 58	32 - 67		+/- 4
No 30 (0.600 mm)						+/- 3
No 200 (0.075 mm)	1 - 7	2 - 8	2 - 10	2 - 10	6 - 13	+/- 2

1. The above gradation bands represent the job mix target limits, which determine the suitability of aggregate for use. The final job mix target gradation must be within the specified bands and uniformly graded from coarse to fine and not vary from the low limits on one screen to the high limits on the adjacent screen, or vice versa. The final job mix gradation limits are established by applying the job mix tolerances to the job mix targets.
  2. The job mix formula establishes target values. During production of the mix, the gradations shall lie within the job mix gradation limits specified in Table 1. For example, "Type A, No. 200" band is "1-7". QA job mix target of 5 has been selected for the final mix. The job mix gradation limits is 5, plus and minus 2. Therefore, the job mix gradation limits for production is 3-7.
- J. Reclaimed class may be added to the aggregate for plant mix. A maximum of 3% crushed glass may be blended in the mix. The glass shall be crushed so that 100% of the glass passes a 3/8 sieve, and no more than 8% passes a No. 200 sieve. If glass is used in the mix, 1% hydrated lime (by weight) shall be added to the mix as an anti-stripping agent. Hot plant mix asphalt with glass is limited to binder or base courses and is not to be used in surface or friction courses.

### 2.3 ASPHALT BINDER MATERIAL

- A. Unless otherwise specified in the Contract Documents, the type and grade of asphalt cement shall be performance grade 58-28 (AASHTO Performance Graded Binder Specification MP-1). Furnish asphalt binder material to be used as specified in the contract documents that meet the type and grade specified requirements in this section in Table 2.
1. Grades:
    - a. (PGAB) PG 58-28
    - b. (PGAB) PG 64-22
    - c. (PGAB) PG 64-28 (Polymer Modified)
    - d. (PGAB) PG 70-28 (Polymer Modified)
- B. The percentage of asphalt by weight, to be added to the aggregate will be, generally, between 4 and 8% of the weight of the total mix. A minimum effective asphalt binder content of 4.5% is required for 3/4" for Type B and 1/2" mixes, 5.0% for 1/2" for Type C mixes. The mix design will establish the exact percentage of asphalt in the mix, based upon preliminary laboratory tests, sieve analysis and grading and character of the aggregate furnished within the specification limits. No claim is allowed for the payment for rejecting any batch or load of mixture containing an excess or deficient amount of asphalt binder varying more than 0.4 of a percent from the fixed mix design percentage.
- C. Obtain Engineer approval of the asphalt material source before shipments are made to any project. The source of supply cannot change after work is started unless approved in writing by the Engineer. The Engineer is not liable for the quantity shipped.
- D. Samples of asphalt binder material may be taken, as directed by the Engineer, and placed in uncontaminated one-quart containers. When sampled, these shall be taken from the tanker car or truck at the point of delivery on the project and submitted to the Engineer.

- E. All transport vehicles must be equipped with a spigot or gate valve installed in either: (1) the unloading line, (2) in the tanker at the centerline on the tank, (3) in the pressure line from the unloading pump, or other locations approved by the Engineer. Assure the spigot or gate valve has a diameter of between 3/8 inch (1 cm) and 3/4 inch (2.5 cm). The spigot valve must be located to prevent contamination from plant dust or other contaminants.
- F. The supplier furnishing the asphalt binder material shall inspect each tanker car or truck before it is loaded and ship only in clean, uncontaminated, fully insulated cars or trucks, sealed after loading by the supplier.
- G. The material supplier shall issue, in duplicate, a certificate showing full compliance with the specifications for the designated grade of material, together with the following information. Project number, date of shipment, source of the material, car or truck initial and number, destination, gross quantity loaded, loading temperature, and net quantity in gallons at 60° F (15.5° C) or tons, whichever unit of measurement is stipulated. Assure the certificate of compliance accompanies the shipment and is furnished to the Engineer. The certificate, signed by the supplier representative, must also certify that the conveyance vessel was inspected and found to be free of contaminating material.
- H. The certificate of compliance is the basis for tentative acceptance and use of the material. Samples taken according to applicable sampling methods and retained by the Engineer may be tested at the Engineer’s discretion. Failure of the asphalt material to meet these specifications may result in rejection of the entire, associated work. If rejected, removed and replace rejected work.
- I. Apply asphalt material at temperatures that assure uniform mixing or spreading. Application temperature ranges for each grade of material should be accompanied with the mix design. Application temperature for mixing applications will be in accordance with the mix design.
- J. Upon request by the Engineer, furnish the Engineer and/or laboratory (responsible for completing the mix design) with data or a report showing the temperature-viscosity relationship of each asphalt binder used on the project. Assure this data covers the range of temperatures used for mixing and compaction. In addition, the Engineer may request a complete set of test results from Table 2 for each grade used on the project.

**TABLE 2  
PERFORMANCE GRADED ASPHALT BINDER (PGAB)**

Performance Grade	PG 58		PG 64		PG 70	Test Methods
	-28		-22	-28	-28	
Average 7-day Maximum Pavement Design Temperature, °C	<58		<64		<70	
Minimum Pavement Design Temperature, °C	>-28		>-22	>-28	>-28	
Original Binder						
Flash Point Temp.: Minimum °C	230					AASHTO T48

Viscosity: Maximum, 3 Pa · s (3000 CP), Test Temp, °C	135			ASTM D4402	
Dynamic Shear: G* / sin delta, Minimum, 1.00 kPa Test Temp @ 10 rad / s, °C	58	64	70	AASHTO T315	
Rolling Thin Film Oven (AASHTO T240) or Thin Film Oven (T179) Residue					
Mass Loss, Maximum, %	1.0			AASHTO T240	
Dynamic Shear: G* / sin delta, Minimum, 2.20 kPa Test Temp @ 10 rad / s, °C	58	64	70	AASHTO T315	
Pressure Aging Vessel Residue (AASHTO PP1)					
PAV Aging Temp, °C	100	100	100	AASHTO R28	
Dynamic Shear: G* / sin delta, Maximum, 5000 kPa Test Temp @ 10 rad / s, °C	19	25	22	25	AASHTO T315
Creep Stiffness <sup>a</sup> : S, Minimum, 300 MPa m-value, Minimum, 0.300 Test Temp, @ 60 sec, °C	-18	-12	-18	-18	AASHTO T313
Direct Tension <sup>a</sup> : Failure Strain, Minimum, 1.0%, Test Temp @ 1.0 mm/min. °C	-18	-12	-18	-18	AASHTO T314

1. If creep stiffness is below 300 MPa, the direct tension test is not required. If the creep stiffness is between 300 and 600 MPa the direct tension failure strain requirement can be used in lieu of the creep stiffness requirement. The m-value requirement must be satisfied in both cases.

#### 2.4 HYDRATED LIME FOR ASPHALT CONCRETE.

- A. Mineral filler may be incorporated in the asphalt concrete mixture. Furnish hydrated lime as filler when specified. Assure it is free of lumps and extraneous material and meets the following gradation requirements as per ASTM D242:’=

<u>Sieve</u>	<u>Percent Passing</u>
No. 30 (0.60 mm) Sieve	100
No. 80 (0.180 mm) Sieve	95-100
No. 200 (0.075 mm) Sieve	70-100

- B. Assure the hydrated lime meets paragraph 2 (chemical composition) and paragraph 7 (a) requirements (chemical analysis) of ASTM C1097.
- C. Where required, the mineral filler will be effectively mixed with the hot plant mix asphaltic concrete.

## 2.5 COMPOSITION OF MIXES:

### A. General

1. Submit to the Engineer for approval a mix design for each mix required on the project. Assure the job-mix formula is within the gradation limits in Part 2 Products in this section.
2. Have the job-mix formula prepared by an independent testing laboratory approved by the Engineer and performed under the supervision of a Professional Engineer. The requirements of ASTM D-3666 are the guidelines for testing laboratory approval. The cost of the job-mix formula(s) is at Contractor expense.
3. Keep the job mix formula current and contain the following minimum information:
  - a. Gradation of all constituent aggregates.
  - b. Specific gravity of constituent aggregates and asphalt cement.
  - c. Source of supply of all materials and grade of asphalt cement.
  - d. Marshall design curves for stability, unit weight, flow and volumetric requirements (VMA and total voids) at asphalt contents below and above optimum (four points minimum).
  - e. Measured void less (Rice's) specific gravity used in voids computations.
  - f. Composite aggregate grading.
  - g. Recommended asphalt cement content.
  - h. Marshall or gyratory compactive effort.
  - i. Date of mix design (job mix formula).
  - j. Index of retained strength.
4. In addition to the job mix formula, all asphalt concrete surfacing mix submittals will have laboratory tests indicating that the Tensile Strength Ratio (TSR) as determined by AASHTO T-283 is at least 70%. Test shall be performed at 7.0 +/- 0.5% air voids and shall include the freeze cycle. Mixtures that fail to meet this minimum criteria may be resubmitted with and approved anti-strip agent meeting the same 70% criteria.

### B. Asphalt Concrete Surface Course

1. The maximum permissible variation from the job-mix formula within the specification limits is as follows:
  - a. Aggregate gradation within job mix tolerances
  - b. Asphalt  $\pm 0.4\%$ \*
  - c. Temperature of mix  $\pm 20^{\circ}\text{F}$ .

\* This tolerance will be permitted only if the job mix parameter curves indicate that the corresponding design limits are not exceeded.
2. Produce Hot Plant Mix Asphalt Concrete Surface courses having the following characteristics as measured by AASHTO T245, ASTM D6726 & D6927 "Resistance to Plastic Flow of Bituminous Mixtures by Means of the Marshall Apparatus":
  - a. Number of compaction blows, each end of specimen 50.
  - b. Stability, minimum 1500.
  - c. Flow 8 – 18.
  - d. Air voids, percent 3-5.
  - e. Percent voids in mineral aggregate (minimum)

All type B-modified asphaltic concrete surfacing shall meet the following Marshall Design criteria as determined by ASTM D1559.

- a. Number of Compaction Blows, Each End of Specimen 75
- b. Stability, Minimum 1500 lbs.
- c. Flow 8 – 16
- d. Air Voids, Percent 3 - 5
- e. Percent Air Voids Filled with Bitumen 65-75

- 3. As an alternative to Marshall mix production, SuperPave Hot Plant Mix Asphalt Concrete Surface courses can be produced having the following characteristics as measured by AASHTO R 35 and M 323.

<b>TABLE 3 SUPERPAVE GYRATORY COMPACTION EFFORT</b>				
<b>20-Year Design ESALS" (in millions)</b>	<b>Compaction Parameters</b>			<b>Typical Roadway Applications</b>
	<b>N<sub>initial</sub></b>	<b>N<sub>design</sub></b>	<b>N<sub>maximum</sub></b>	
< 0.3	6	50	75	Applications include roadways with very light traffic volumes, such as local roads, county roads and city streets where truck traffic is prohibited or at a very minimal level. Traffic on these roadways would be considered local in nature, not regional, intrastate or interstate. Special-purpose roadways serving recreational sites or areas may also be applicable to this level.
0.3 to < 3	7	75	115	Applications include collector roads or access streets. Medium- trafficked city streets and the majority of county roadways may be applicable to this level.

- a. Air voids, percent ..... 3-5.
- b. Voids Filled with Asphalt ..... 65-80
- c. Dust to Effective Binder ratio ..... 0.6-1.4
- d. N<sub>Max</sub> ..... 98
- e. N<sub>Min</sub> ..... 91.5
- f. N<sub>Design</sub> ..... 95-97
- g. Percent Voids in Mineral Aggregate ..... See Table 4.

<b>TABLE 4 REQUIRED VOIDS IN MINERAL AGGREGATE (VMA)</b>	
Nominal particle size (table 2)	Voids in Mineral Aggregate, Min.

No 4	(4.75 mm)	16
3/8 – inch	(9.5 mm)	15
½ - inch	(12.5 mm)	14
¾ - inch	(19.0 mm)	13
1 – inch	(25.0 mm)	12
Nominal maximum particle size is one size larger than the first sieve to retain more than 10 percent.		

**PART 3 - EXECUTION**

**3.1 CRUSHING:**

- A. Crushing Equipment
  - 1. Fit crushing plant-screening equipment, when required, with blowers or other devices capable of removing excess and undesirable fines.
- B. Screening Plants
  - 1. Screening plants consist of a revolving trommel screen, shaker screen, vibrating screen, or other devices capable of removing oversize material, excess and undesirable fines.
- C. Scales
  - 1. Furnish scales, when required, satisfactory to the Engineer. Test and certify scales prior to their use on the project and as often thereafter as the Engineer may consider necessary to ensure their accuracy. Have on hand not less than ten, 50-pound weights for testing scales.
  - 2. House the recording devices of the scales in a suitable manner. Place the scales in a location suitable to facilitate accurate weighing of loads. The scales shall be accurate to one-half of one percent at any weight. Alternate methods or devices for weighing may be acceptable, provided that these methods or devices produce the same degree of accuracy as required of platform scales.

**3.2 MATERIAL HANDLING:**

- A. All work involved in clearing and stripping pits and quarries, including handling unsuitable material encountered, are performed with no additional compensation being allowed for this work. The pits as utilized shall immediately be opened so as to expose the vertical faces of the various strata of acceptable material and, unless otherwise directed, the material shall be secured in successive vertical cuts extending through all the exposed strata.
- B. Provide, unless otherwise specified, material containing as large a proportion as possible of crushed aggregate. Combine the crushed material with the screened material to obtain a uniform product.
- C. No material will be accepted which is loaded into hauling units in a segregated condition



or which does not meet the required grading. In case the material deposit contains sand or other material in excess of the specification gradation requirements, or of an unacceptable quality, such excess or undesirable material shall be removed and disposed of prior to crushing, or during screening operations, if crushing is not required.

- D. Provide a storage bin of ample capacity to ensure uniform quality and delivery of material. Loading of trucks directly from the conveyor belt, from the crusher or screening plant will not be permitted.

### 3.3 STOCKPILES:

- A. Grub and clean sites for aggregate stockpiles prior to storing aggregates. Assure the site is firm, smooth and well drained. Maintain a bed of aggregate suitable to avoid the inclusion of soil or foreign material.
- B. Build up coarse aggregate stockpiles in tiers of not more than 4 feet (1.2 m) in thickness. Assure each tier is completely in place before the next tier is placed. Do not allow material to “cone” down over the next lower tier.
- C. Dumping, casting or pushing over the sides of stockpiles will be prohibited, except in the case of fine aggregate stockpiles.
- D. Space stockpiles of different gradations of aggregate far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates.
- E. Any method of stockpiling aggregate, which allows the stockpile to become contaminated with foreign matter or causes excessive degradation of the aggregate, will not be permitted. Excessive degradation will be determined by sieve tests of samples taken from any portion of the stockpile over which equipment has operated and failure of such samples to meet all grading requirements for the aggregate discontinuance of such stockpiling procedures.
- F. Transfer the aggregate from the stockpiles in such a manner that uniform grading of the material is preserved.

### 3.4 CONVEYOR STOCKPILING:

- A. Materials stockpiled by conveyors shall be deposited in a succession of merging-cone piles. Do not drop material over 12 feet (3.66 m) nor allow cones to exceed 12 feet (3.66 m) in height. Cones should be leveled to a thickness of approximately 4 feet (1.2 m) prior to starting another tier.

### 3.5 TRUCK STOCKPILING:

- A. Materials stockpiled by trucks shall construct the stockpile in tiers approximately 4 feet (1.2 m) in thickness. Complete each tier before the next tier is started.

### 3.6 ASPHALT MIXING PLANTS:

- A. Use mixing plants of either the weight batching type, the continuous flow mixing type, or drum dryer type. Use drum dryer mixers specifically designed and constructed for producing hot mix.
- B. Equip all plants with approved conveyors, power units, aggregate handling equipment, aggregate screens and bins that are coordinated and operated to produce a uniform mixture within the specified job mix tolerances.
- C. Use batch-type plants having a minimum batch production capacity of 2,000 pounds (900 kg). Use continuous flow or drum dryer plants having a minimum production capacity of 60 tons per hour (27 kg per hour). These capacity requirements may be modified if specified in the Contract Documents.
- D. Stop production and remove from the project mixing plants that fail to continuously produce a mixture meeting requirements as specified.

### 3.7 INSPECTION AND CONTROL OF ASPHALT MIXING PLANT:

- A. For verification of weights and measures, character of materials and determination of temperatures used in the preparation of the paving mixes, the Engineer or Engineer's authorized representative will, at all times, have access to all portions of the mixing plant, aggregate plant, storage yards and other facilities for producing and processing the materials for the work. All sampling and testing of processed and unprocessed material is performed in accordance with the provisions of the Contract Documents.

### 3.8 MIX DESIGN:

- A. The Owner's acceptance testing agency may make gradation analyses of the completed mix to assure that the materials being produced and used are within the tolerances of the mix design and the specifications of the mix being used.

### 3.9 SAMPLING AND TESTING FOR ACCEPTANCE:

- A. Sampling and testing of aggregates or other constituent materials may be performed by the Owner's testing agency at a frequency determined by the Owner or the Owner's representative. Field control is performed under AASHTO T245, ASTM D6926 & D6927, and ASTM D6925. Field density testing is by core testing for acceptance purposes. Densities to conform to Section 2510,3.28. Gradations to be within the job mix gradation limits. Oil content to be within 0.4% of the Mix Design.
- B. Samples will be used to verify compliance with the requirements set forth in this Section. If there is a dispute, a third party testing firm may be retained by the contractor for additional retesting.

### 3.10 WEATHER LIMITATIONS:

- A. When the moisture in the stockpiled aggregate or the dryer adversely effects the quality of mix production, normal plant operations, or when pools of water are observed on the base, mixing and placing of hot-mix asphalt is prohibited.
- B. Do not place asphalt hot-mix surface course mixture when the air temperature is less than 40° F (4° C) and rising. Do not place asphalt hot-mix base course mixtures of compacted lifts 4 inches (10 cm) or more when the air temperature is less than 30° F (-1° C) and rising. Do not place asphalt upon a surface which is frozen or that has a temperature of less than 32° F (0° C). Do not place paving during rainfall or in standing water.

### 3.11 SURFACE PREPARATION:

- A. Assure the area to be paved is true to line and grade and has a dry and properly prepared surface before starting paving operations. Assure the surface is free from all loose screenings and other loose or foreign material.

### 3.12 NEW WORK:

- A. For new work, meet the surface preparation requirements in Sections 02230, 02234 or 02235 of these specifications. Prime prepared soil or aggregate bases if indicated as a bid item in the Contract Documents.
- B. Before paving, proof-roll the base with equipment having at least one 18 kip single axle load or equivalent. Excavate and replace areas that yield or crack under these wheel loads as directed. This does not replace or relax the base or subgrade compaction requirements.
- C. Paint the surfaces of curbs and gutters, vertical faces of existing pavements and all structures in contact with asphalt mixes with a thin coating of asphaltic material to provide a water-tight joint.

### 3.13 OVERLAYS OVER EXISTING PAVEMENTS AND OLD BASE:

- A. Where a base is rough or uneven, place a leveling course using a paver or motor grader and compact before the placing of subsequent courses.
- B. When specified, place construction fabric to control reflective cracking, as detailed, meeting Section 02110.3.4 Pavement Overlay Applications.
- C. When a leveling course is not specified, patch or correct all depressions and other irregularities, subject to the Engineer's approval, before starting other paving operations. Remove all rich and unsuitable patches, excess crack or joint filler, and all surplus bitumen from the area to be paved. Do not blot excessive deposits of asphalt with sand or stone.
- D. Apply a tack coat when the surface to be paved is an existing Portland Cement concrete, brick or asphalt pavement. When a tack coat is required, use the asphalt material indicated, at the rate specified in Section 02502.

- E. Coat the surfaces of curbs and gutters, vertical faces of existing pavements and all structures in actual contact with asphalt mixes with a thin, complete coating of asphalt material to provide a water-tight joint.

### 3.14 PATCHING:

#### A. Weather Limitations

- 1. Follow procedures set out in section 3.10.

#### B. Surface Preparations

- 1. Assure the area to be paved is true to line and grade, is dry and properly prepared surface before starting paving operations. Clean the surface of all loose screenings and other loose or foreign material.
- 2. Before paving, proof roll the base. Areas that yield excessively or crack under such wheel loads will be excavated and replaced, to correct yielding and cracking problems. This does not replace the base or subgrade compaction requirements. Cut the edge of existing pavements against which additional pavement is to be placed straight and vertical.
- 3. Minimum standards for patching new or existing pavement include the following:
  - a. Neatly cut all asphalt edges using an asphalt saw.
  - b. Cut asphalt edges to form as regular a patch shape as practical and should, in general, approximate a rectangle.
  - c. Cut asphalt edges at least 30 cm (12 inches) wider than the trench width on each side of trench excavations; and, in general, be cut parallel to the street centerline for mainline construction and perpendicular to the street centerline for service lateral construction.
  - d. Skin patches will not generally be considered a satisfactory method of repair.
  - e. Tack coat all existing edges prior to placing new asphalt concrete.
  - f. If hot plant mix asphalt is not available, temporarily patch the pavement using a 3,000 psi (minimum) concrete (M-3000 or C-3000), with a minimum thickness of 3 inches. Remove the temporary patches and replace with hot mix asphalt when it becomes available.
  - g. Thickness of the pavement patch will equal that of the existing pavement, unless otherwise approved.
- 4. Remove and replace asphalt surface widths of less than 3 feet (90 cm).

#### C. Compaction

- 1. Compact to a density equal to or greater than 92% of Maximum Theoretical Density (RICE) as determined by ASTM D2041.

### 3.15 TRANSPORTATION OF MIX:

- A. Transport the mix in vehicles cleaned of all foreign material which may affect the mix. The truck beds must be painted, or sprayed with a lime-water, soap or detergent solution at least once a day or as often as required. After this operation elevate the truck bed and thoroughly drain it, with no excess solution being permitted. Dispatch the vehicles so that all material delivered is placed in daylight, unless the Engineer approves artificial light.

Deliver material to the paver at a uniform rate and in an amount well within the capacity of the paving and compacting equipment.

### 3.16 SPREADING AND FINISHING:

- A. Spread and finish meeting the following requirements
  - 1. The minimum lift thickness shall be no less than three times the Nominal Maximum Aggregate Size for gradations above the Maximum Density Line, and no less than four times the Nominal Maximum Aggregate Size for gradations below the Maximum Density Line.
  - 2. The maximum lift thickness is 3 inches for surface courses and 4 inches for base courses.

### 3.17 MECHANICAL PAVERS:

- A. Spread and strike off the base and surface courses with a mechanical paving machine. Operate the paving machine so that material does not accumulate and remain along the sides of the receiving hopper.
- B. Do not use equipment which leaves tracks or indented areas, which cannot be corrected in normal operation, produces flushing or other permanent blemishes, or fails to produce a satisfactory surface.
- C. Construct longitudinal joints and edges to true line markings. Establish lines for the paver to follow in placing individual lanes parallel to the centerline of the proposed roadway. Position and operate the paver to follow closely the established lines.
- D. When using pavers in echelon, assure the first paver follows the marks or lines with the second paver following the edge of the material placed by the first paver. To assure a hot joint and obtain proper compaction, assure the pavers work as close together as possible not exceeding 100 feet (30 m) apart. In backing trucks against the paver, take care not to jar the paver out of its proper alignment.
- E. As soon as the first load of material has been spread, check the texture of the unrolled surface to determine its uniformity. Segregation of materials is not permitted. If segregation occurs, suspend spreading operation until the cause is determined and corrected.
- F. Offset transverse joints in succeeding courses at least 2 feet (0.6 m). Offset longitudinal joints at least 6 inches (15 cm).
- G. Correct all irregularities in alignment left by the paver by trimming directly behind the machine. Immediately after trimming, thoroughly compact the edges of the course by tamping. Avoid distorting the pavement during this operation.
- H. Assure edges against which additional pavement is to be placed is straight and approximately vertical. Use a lute or covered rake immediately behind the paver, when

required, to obtain a true line and vertical edge. Correct all irregularities in the surface of the pavement course directly behind the paver. Remove excess material forming high spots by a shovel or lute. Fill low areas with hot mix and smooth it with the back of a shovel being pulled over the surface. Fanning of material over such areas is not permitted.

3.18 MOTOR GRADER:

- A. When motor graders are used for the spreading of leveling courses, place the material on the roadbed so that the proper amount of material is available. Spread the mix to the required thickness, line and grade, with a uniform surface texture, while at a workable temperature.

3.19 HAND SPREADING:

- A. In small areas where the use of mechanical finishing equipment is not practical, the mix may be spread and finished by hand, if so directed by the Engineer. Wood or steel forms, approved by the Engineer, rigidly supported to assure correct grade and cross section, may be used. In such instances, measuring blocks and intermediate strips must be used to obtain the required cross-section. Perform hand placing carefully. Uniformly distribute the material to avoid segregation of the coarse and fine aggregate. Broadcasting of material is not permitted. During the spreading operation, loosen and uniformly distribute all material using lutes or covered rakes. Reject material that has formed into lumps and does not break down readily. Following placing and before rolling, check the surface with templates and straightedges and correct all irregularities.
- B. Maintain on the project heating equipment for keeping hand tools free from asphalt. Exercise caution to prevent heating that may burn the material. Assure the temperature of the tools when used is not greater than the temperature of the mix being placed. Use heat only to clean hand tools; petroleum oils or solvents are not permitted.

3.20 COMPACTION:

- A. Furnish the number of rollers necessary to provide the specified pavement density. During rolling, keep the roller wheels moist to avoid picking up the material.
- B. After the longitudinal joints and edges have been compacted, start rolling longitudinally at the sides and progress toward the center of the pavement. For transverse graded streets, begin rolling on the low side and progress to the high side, overlapping passes by at least one-half the width of rollers and uniformly lapping each preceding pass. Operate the rollers at a slow, uniform speed with the drive roll or wheel nearest the paver. Do not exceed 3 miles per hours (4.8 km per hour).
- C. Do not quickly change the line of rolling reversing direction suddenly. If rolling displaces the material, re-work the area using lutes or shovels and restore to the original grade of the loose material before re-rolling. Do not permit heavy equipment or rollers to stand on the finished surface before it has been compacted and has thoroughly cooled.

- D. When paving in single width, roll the first lane placed as follows:
  - 1. Transverse joints
  - 2. Outside edge
  - 3. Initial or breakdown rolling, beginning on the low side and progressing toward the high side
  - 4. Second rolling, same procedure as 3
  - 5. Finish rolling
- E. When paving in echelon, or abutting a previously placed lane, perform the longitudinal joint rolling the same as transverse joint rolling.
- F. When paving in echelon, leave 2 or 3 inches (5 to 7.5 cm) of the edge unrolled, which the second paver can match unrolled. Then the joint between the lanes can be rolled together. Do not leave edges exposed more than 15 minutes without being rolled.
- G. In laying a surface mix adjacent to any finished area, place it high enough so that, when compacted, the finished surface is true and uniform.
- H. On slight grades, check gutters with a straightedge and test with running water to assure drainage to the planned outlet.
- I. The average density shall be equal to or greater than 93% of the maximum density as determined by ASTM D2041 and no individual sample shall be less than 92% of maximum density.

### 3.21 TRANSVERSE JOINTS:

- A. Construct and compact transverse joints to provide a smooth riding surface. Joints will be straight edged and string lined to assure smoothness and true alignment.
- B. Joint formed with bulkheads to provide a straight line and vertical face will be checked with a straightedge before fresh material is placed against it to complete the joint. If bulkheads are not used to form the joint and the roller is permitted to roll over the edge of the new material, locate the joint line in back of the rounded edge the distance required to provide a true surface and cross-section. If a joint has been distorted by traffic or by other causes, trim it to line. Paint the joint face with a thin coating of asphalt before the fresh material is placed against it.
- C. Place the material against the joints vertical face with the paving machine positioned so that the material overlaps the edge of the joint 1 to 2 inches (2.5 to 5 cm). Maintain a uniform depth of the overlapped material. Remove and dispose of the coarse aggregate in the overlapped material that dislodged during raking.
- D. Position rollers on the previously compacted material transversely so that no more than 6 inches (15 cm) of the rolling wheel rides on the edge of the joint. Operate the roller to pinch and press the mix into place at the transverse joint. Continue rolling along this line, shifting position gradually across the joint, in 6-to 8-inch (15 to 20 cm) increments, until the joint has been rolled by entire width of the roller wheel.

- E. Keep the number of transverse joints to a minimum. When paving single width and maintaining traffic, pave one lane no farther than one block. Complete all lanes to the same station at the end of each paving day. When paving in echelon, bring the lanes up even as is practical.

### 3.22 LONGITUDINAL JOINTS:

- A. Roll longitudinal joints directly behind the paving operation. Assure the first lane placed is true to line and grade and has a vertical face. Place the material in the lane being paved up firmly against the face of the previously placed lane. Position the paver during spreading to assure the material overlaps the edge of the lane previously placed by 1 inch to 2 inches (25 to 50 mm). Uniformly maintain the width and depth of the overlapped material at all times. Keep the paver aligned with the line or markings placed along the joint for alignment purposes. Before rolling, remove and dispose of the coarse aggregate in the material overlapping the joint.
- B. Shift rollers onto the previously placed lane so that not more than 6 inches (15 cm) of the roller wheel rides on the edge of the fine material left by brooming. Operate the rollers to compact the fines gradually across the joint. Continue rolling until a compacted, neat joint is obtained. When the abutting lane is not placed in the same day, paint the joint with a very thin coating of asphalt before placing the abutting lane. If the joint is distorted during the day's work by traffic or by other causes, carefully trim the edge of the lane to a neat line.

### 3.23 EDGES:

- A. Roll the pavement edges concurrently with or immediately after rolling the longitudinal joint.
- B. Exercise care in consolidating the course along the entire length of the edges. In rolling pavement edges, extend the roller wheels 2 to 4 inches (5 to 10 cm) beyond the pavement edge.

### 3.24 BREAKDOWN ROLLING:

- A. Immediately begin breakdown rolling following the rolling of the longitudinal joint and edges. Operate rollers as close to the paver as required to obtain density without causing undue displacement. Operate the breakdown roller with the drive roll or wheel nearest the finishing machine. The Engineer may make exceptions when working on steep slopes or super-elevated curves.

### 3.25 SECOND ROLLING:

- A. Assure the second rolling follows the breakdown rolling as close as possible while the paving mix is still at a temperature that will provide the specified density.



### 3.26 FINISH ROLLING:

- A. Perform the finish rolling while the material is still warm enough to remove roller marks. If necessary, the Engineer may require using pneumatic-tired rollers. Complete finish rolling the same day the mixture is placed.
- B. In places inaccessible to standard rollers, perform compaction using trench rollers or others to meet the specified compaction requirements. Operate the trench roller as directed until the course is compacted. Hand, manual or mechanical tamping, may be used in such areas if it is proved to the Engineer that the operation will provide the specified density.

### 3.27 SHOULDERS:

- A. Where paved shoulders or curbs are not specified, do not place the shoulder material against the pavement edges until the surface course rolling is completed. Take care to prevent distortion of the pavement edge from specified line and grade. When shoulders are paved (except in conjunction with the traveled way paving), cold joint construction procedure is required to assure a tight bond at the joint.
- B. When the rolling of the surface course has been completed and the edges have been thoroughly compacted, immediately place shoulder material against the edges and roll it.

### 3.28 DENSITY AND SURFACE REQUIREMENTS:

- A. The average mat density shall be equal to or greater than 93% of the maximum density as determined by ASTM D2041 for single lift applications. For two lift applications, the first lift on base course shall be a minimum of 92% of the maximum density and the second lift shall be a minimum of 93% of the maximum density. In both cases individual sample shall be no less than 92% of maximum (Rice's) density, prepared as specified in Part 2-Products in this section and made from plant mix meeting the job-mix formula. Verification of maximum density as determined by ASTM D2041 from plant produced material during production is recommended.
- B. The longitudinal joints shall be compacted to a target density of 91 percent of the theoretical maximum specific gravity as determined by ASTM D2041 and no individual sample shall be less than 89 percent of maximum (Rice's) density. The theoretical maximum specific gravity used to determine the joint density will be the average of the daily theoretical maximum specific gravities for the material that was placed on either side of the joint.
- C. Produce a final surface that is uniform in texture and meets the line and grade specified. Before final acceptance of the project or during the progress of the work, the Engineer will determine the thickness of all courses. Repair or replace all unsatisfactory work.

- D. Assure density and thickness meets the plans and specifications. During compaction, preliminary tests to aid in controlling the thickness, may be performed by inserting a flat blade, correctly graduated, through the material to the top of the previously placed base, or by other approved methods.
- E. In checking compacted depth, the cutting of the test holes, refilling with acceptable materials and proper compaction may be performed by the Owner's testing agency.
- F. For testing the surface on all courses, a 10-foot (3 m) straightedge will be used with the centerline of the straightedge placed parallel to the roadway centerline.
- G. Any variations that exceed 5/16-inch (0.8 cm) in 10 feet (3 m) for base course and 1/4-inch (0.64 cm) in 10 feet (3 m) for surface course must be corrected. Correct irregularities that may develop before the completion of rolling by loosening the surface mix and removing or adding materials as is required. If any irregularities or defects remain after the final compaction, remove the surface course and place and compact new material to a true and even surface. All minor surface projections, joints and minor honeycombed surfaces must be rolled smooth to grade, as directed
- H. Remove and replace areas of new pavement requiring patching as directed. Patching material will be tested for meeting specifications. The cost of testing is at Contractor expense.

3.29 PAVEMENT AND MATERIAL TESTING REQUIREMENTS:

- A. Contractor will produce their own core samples of the asphalt surface courses under the supervision of the Owner's testing agent and give completed cores to the Owner's testing agency to check in place density and compacted depth. The cores are 4-inch (10 cm) diameter. Materials and acceptance tests will be made by the Owner's testing agency to determine the Contractor's compliance with the specifications.
- B. Materials failing to meet the tests specified may be retested if approved and as directed by the Engineer. The Contractor shall pay the costs of any required re- testing for acceptance purposes. Re-testing will be performed by the Owner's testing agency unless otherwise approved by the owner. If there is a dispute, a third party testing firm may be retained by the contractor for additional retesting for the Engineer's review and consideration.
- C. The costs of the following tests are at Contractor expense:
  - 1. Initial aggregate quality tests
  - 2. Job-mix formula
  - 3. Any tests the Contractor requires to control his crushing, screening or other construction operations
  - 4. Retesting of failing tests as provided above
- D. Correct all pavement composition, field density, or thickness, deficiencies at Contractor expense.

- E. The field density and thickness of the pavement is determined by measuring the cores tested. The actual thickness must be no less than 1/4-inch (6.5 mm) from the specified thickness.
- F. When the measurement of any core is less than the plan thickness by more than the allowable deviation, the actual thickness of the pavement in this area may be determined by taking additional cores at intervals parallel to the centerline in each direction from the affected location. Continue in each direction until a core is found which is not deficient by more than the allowable deviation. The Engineer will evaluate areas found deficient in thickness and determine which areas warrant removal. Remove and replace the areas with asphaltic concrete of the thickness shown on the plans. Additional coring is considered as re-testing of failing areas.

**END OF SECTION**

## SECTION 02515

### PORTLAND CEMENT CONCRETE PAVEMENT

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is constructing Portland Cement concrete pavement to the lines, grades, thicknesses, and cross sections on the plans on a prepared subgrade or base course.

##### 1.2 REFERENCES

ASTM C-143	Slump of Hydraulic Cement Concrete
ASTM C-231	Air Content of Freshly Mixed Concrete
ASTM C-138	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C-39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C-78	Flexural Strength of Concrete
ASTM C-150	Standard Specification for Portland Cement
ASTM C-595	Standard Specification for Blended Hydraulic Cements
ASTM C-157	Standard Performance Specification for Hydraulic Cement
ASTM C-33	Standard Specification for Concrete Aggregates
ASTM C-94	Standard Specification for Ready-Mixed Concrete
AASHTO M 85	Standard Specification for Portland Cement
AASHTO M 183	Standard Specification for Structural Steel
AASHTO M 157	Standard Specification for Ready-Mixed Concrete
AASHTO M 213	Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction
AASHTO M 182	Standard Specification for Sheet Materials for Curing Concrete
AASHTO M 148	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. Furnish materials meeting the following, section requirements:
1. Portland Cement           Section 3310
    - a. Use Portland Cement for paving meeting AASHTO M 85, ASTM C150 Types I, II, III and V or ASTM C-595 Type IP or ASTM C-1157 Types GU, MS, HE, and HS. The Engineer will specify the type of cement to be used.
  2. Air Entraining Agents    Section 3310
  3. Admixtures                Section 3310
  4. Water                      Section 3310

5. Fine Aggregate for Concrete
  - a. Use fine aggregate for concrete meeting ASTM C33.
6. Coarse Aggregate for Concrete
  - a. Use coarse aggregate for concrete meeting ASTM C33.
7. Reinforcing Steel
  - a. Use reinforcing steel meeting Section 03210 and the following.
  - b. Dowels
    - 1) Use dowel bars for Rigid Pavement Expansion Joints or Devices meeting AASHTO M1 83 (ASTM A36). Assure dowel bars are plain and free from burring or other deformations that prevent slippage in the concrete. Paint one-half the bar length with one coat of zinc or tar paint.
  - c. Sleeves
    - 1) Use metal sleeves for dowel bars of standard manufacture that cover 2-in mm), plus or minus 1/4-inch (6-5 mm), of the dowel, having one closed end and internal stop that holds the dowel bar at least 1-inch (25 mm) from the end. Avoid collapsing the sleeve during construction.

**B. Joint Fillers and Sealers**

1. Furnish a one-piece joint filler sized the full depth and width of the joint. If a multiple pieced joint filler is approved, fasten the abutting ends following the filler manufacturer's recommendations.
2. Use pourable joint sealer meeting ASTM D3406.
3. Use two-component polyurethane or polysulfide-base sealant meeting A.N.S.I A 116.1-1960 flow and strength requirements where specified.
4. Use either Class A (self-leveling) or Class B (non-sag) sealant for horizontal joints. Use Class B sealant for sloped or vertical joints.
5. Use preformed joint filler meeting, AASHTO M213 requirements, punched to receive the dowels shown on the plans.
6. Use preformed compression joints manufactured to the dimensions specified on the plans, from materials meeting ASTM D 2628.
7. Furnish a certification for each shipment of joints indicating that the material has been sampled, tested, and inspected under ASTM D 2628. Assure each certification furnished is signed by a manufacturer's authorized agent or independent testing agency.
8. If recommended by the manufacturer, use a manufacturer approved lubricant-adhesive to provide lubrication and bond for the joint.

**C. Curing and Protective Coating Materials**

1. Furnish materials meeting, the following requirements:
 

AASHTO M182 (Class 3)	Burlap Cloth made from Jute or Kenaf
AASHTO M171 (ASTM C171)	Sheet Materials for Curing Concrete
AASHTO M148	Liquid Membrane-Forming Compounds for Curing Concrete

- D. Proportioning
  - 1. Have a qualified independent testing laboratory, approved by the Engineer, determine the mix design to meet flexural or compressive strength of the pavement as specified in the Contract documents. Proportion the concrete mix under Section 03310.2.3 and have a maximum 4" (102 mm) slump and minimum 1.5" (38.5 mm) slump (using slip form method).

### **PART 3 - EXECUTION**

#### **3.1 GENERAL**

- A. Obtain the Engineer's approval of equipment and tools used for handling, materials and performing all parts of the work. Approval applies to design, capacity, and mechanical conditions. Assure the equipment is on site ahead of the start of construction operations for the Engineer's examination.

#### **3.2 BATCHING PLANT AND EQUIPMENT**

- A. General
  - 1. The batching plant includes bins, weighing hoppers and scales for the fine aggregate and each coarse aggregate size. Furnish a separate scale, bin, and hopper for cement if cement is used in bulk. Assure the weighing hopper is properly sealed and vented to prevent dust during operation.
- B. Bins And Hoppers
  - 1. Provide bins with adequate separate compartments for fine aggregate and for each size of coarse aggregate in the batching plant.
- C. Scales
  - 1. Use either beam type or springless-dial type scales for weighing aggregates and cement. Assure the scale is accurate to within 0.5% throughout the range of use. When beam-type scales are used, equip the scale with a "tell-tale" dial or other device for indicating that the required load in the weighing hopper is being approached. The device on weighing beams must clearly indicate critical position. Assure poises are designed to be secured in any position and to prevent inadvertent change. Assure the weigh beam and "tell-tale" device are in full view of the operator as the hopper is charged and operator has convenient access to all controls.
  - 2. Have certified scales. Have on hand not less than ten, 50-pound (22.7 kg) weights for frequent testing of all scales.
  - 3. Batching plants may be equipped to proportion aggregates and bulk cement using automatic weighing devices of an approved type.
  - 4. Obtain the Engineer's approval for any deviations from the above stated batch plant and equipment requirements before concrete manufacture.

#### **3.3 STOCKPILED AGGREGATE**

- A. This work is storing aggregate material for use on the project at the specified locations.
- B. Materials
  - 1. Assure the aggregates meet the applicable requirements of ASTM C-33; AGGREGATES, for the type of material required.
- C. Construction
  - 1. Clear and grub the stockpile site. Assure the site is firm, smooth and well drained. Place an aggregate bed to prevent contamination of the stockpiles.
  - 2. Build the stockpiles in maximum 4 feet (1.22 m) layers, with the preceding layer completely in place before starting the next layer. Deposit the material to prevent coning, excluding fine aggregate approximately 90% finer than a No.4 sieve.
  - 3. Do not dump, cast, or push material over stockpile sides excluding fine aggregate specified above.
  - 4. Space or separate using walls, stockpiles of different aggregate types or sizes to prevent intermingling of the aggregates.
  - 5. Submit and obtain Engineer's approval of operational plan for stockpiling any material obtained by wet pit or dredging operations.
  - 6. The Engineer may take random samples from stockpile areas where equipment has been operated. Stop operating equipment over stockpiles if tests show degradation is occurring
  - 7. Remove and transport stockpiled material to prevent segregation.

### 3.4 MIXING

- A. General
  - 1. Mix concrete on site, at a central plant, or wholly or partially in truck mixers. Assure each mixer has a manufacturer's plate showing the drum capacity of mixed concrete and rotation speed of the mixing drum or blades attached in a prominent place.
- B. On Site Mixers
  - 1. Mix concrete in an approved mixer able to combine the aggregates, cement, and water into a thoroughly mixed and uniform mass within the specified mixing period, and of discharging and distributing the mixture without segregation on the prepared grade. Assure the mixer is equipped with an approved timing device that automatically locks the discharge lever when the drum has been charged and releases at the end of the mixing period.
  - 2. Follow the manufacturer's recommendations for cleaning the mixer. Repair or replace the pickup and throw-over blades in the drum or drums when they are worn down 1 inch (25.4 mm) or more.
  - 3. Have available at the job site a copy of the manufacturer's design, showing blade dimensions and arrangement, and original blade height and depth; or place permanent marks on blades 1 inch (25.4 mm) from the new blade end. Drilled holes of 1/4-inch (6.4 mm) diameter near each end and at the mid-point of each blade are acceptable markings.

- C. Truck Mixers And Truck Agitators
  - 1. Assure truck mixers for mixing and hauling concrete, and truck agitators used for hauling central-mixed concrete meet Section 03310.3.3 MIXING requirements.
- D. Non-Agitator Trucks
  - 1. Assure bodies of non-agitating, hauling equipment for concrete are smooth, mortar tight metal containers, capable of discharging the concrete at a controlled rate without segregation. Discharge of concrete should be from the bottom of the container. If the equipment body is tilted to discharge concrete, assure baffles slow down the load.

### 3.5 FINISHING EQUIPMENT.

- A. Finishing Machine
  - 1. Use a suitable finishing machine.
- B. Vibrators
  - 1. Vibrators may be either the surface pan type or the internal type with immersed tube or multiple spuds. Vibrators may be attached to the spreader, the finishing machine, or mounted on a separate carriage. Do not permit vibrators to come in contact with joints, load transfer devices, subgrade, or side forms. Maintain the surface vibrator frequency at 3,500 or more impulses per minute. Maintain frequency of internal types at 5,000 impulses per minute or more for tube vibrators. Maintain 7,000 impulses per minute or more for spud vibrators.
  - 2. Maintain a minimum frequency of 3,500 impulses per minute when spud-type internal vibrators, either hand-operated or attached to spreaders or finishing machines, are used adjacent to forms.
- C. Concrete Saw
  - 1. When sawing concrete joints, use sawing equipment capable of producing the specified cut producing a straight line. Provide artificial lighting for night work to produce work of daytime quality. Assure this equipment is on the job both before and during concrete placement.
- D. Forms
  - 1. Use straight side metal forms having:
    - a. a minimum 7/32-inch (5.6 mm) thickness
    - b. a minimum 10 feet (3.05 m) length.
    - c. a depth at least equal to the prescribed edge thickness of the concrete
    - d. no horizontal joints
    - e. a base width equal to at least the depth of the forms.
  - 2. Use flexible or curved forms for curves of 100-foot ( 30.5 m) radius or less. Obtain Engineer approval before using flexible or curved forms. Provide form anchors capable of withstanding, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Assure flange braces extend outward on the base at least two- thirds the height of the form.
  - 3. Do not use forms with battered top surfaces, bent, twisted, or broken forms in the work.



4. Do not use repaired forms until inspected and approved. Use built-up forms only where the total pavement area of any specified thickness on the project is less than 2,000 square yards (1672 m<sup>2</sup>). Assure the top form face does not vary from a true plane more than 1/8-inch in 10 feet (3.2 mm in 3.05 m), and the upstanding leg does not vary more than 1/4-inch (6.35 mm). Assure the forms are capable of locking the ends of abutting form sections together tightly providing a secure setting.

### 3.6 GRADE PREPARATION

- A. Once the base and/or subgrade is graded and compacted to the specified requirements, trim the grade to specified elevation.
- B. Bring the subgrade or base course to the specified cross section when side forms are set to grade.
- C. Fill and compact low areas with approved material or fill with concrete integral with the pavement.
- D. Maintain the finished grade until the pavement is placed.
- E. Keep the subgrade or base course uniformly moist until the concrete is placed. Do not over wet creating mud or water to pond.

### 3.7 SETTING FORMS

- A. Base Support
  1. Prepare the foundation under the forms so that when the form is set, it is in contact for its whole length at the specified grade. Fill and compact to grade with granular material, any grade at the form line found to be below established grade. Correct out of specification grade lines by tamping, or by cutting, as required.
- B. Form Setting
  1. Set forms in advance of concrete placing to prevent placing delays. Once forms are set to correct grade, compact the grade on the inside and outside edges of the form base. Stake forms with at least three pins for each 10-foot (3.05 m) section. Pin each side of every joint. Assure form sections are tightly locked, free from play or movement in any direction. Assure the forms do not deviate from true line in excess of 1/4-inch (6.35 mm) at any point. Correct all form settlement or springing, under the finishing, machine. Clean and oil forms before placing concrete.
- C. Grade and Alignment
  1. Check and correct all form alignment and grade elevation immediately before placing concrete.
- D. Curbs and Gutters as Forms
  1. Edges of previously placed concrete gutter section may be used as a form.

### 3.8 HANDLING, MEASURING, AND BATCHING MATERIALS

- A. Set up the batch plant site, layout, equipment, and transporting material to assure an uninterrupted supply of material to the work. Stockpile aggregates from different sources and of different gradations to prevent co-mingling.
- B. Handle aggregates from stockpiles or other sources to the batching plant to prevent segregation. Aggregates that are segregated or mixed with earth or foreign material cannot be used in the work. Stockpile or bin all aggregates produced or handled by hydraulic methods and washed aggregates for at least 12 hours before batching. Rail shipment exceeding 12 hours will be accepted as adequate binning only if the car bodies permit free drainage.
- C. Separately weigh the fine and coarse aggregate into hoppers in the amounts specified in the mix. Measure cement by the sack or by weight. Use separate scales and hoppers for weighing the cement, with a device that indicates the complete cement batch discharge into the batch box or container. One sack of bulk cement is 94 pounds (42.64 kg).
- D. Measure all admixtures into the mixer within  $\pm 3\%$  accuracy.

### 3.9 MIXING CONCRETE

- A. Mix the concrete at the work site using a central-mix plant or truck mixers.
- B. Mixing time is measured from the time all materials, except water, are in the drum. Meet AASHTO M 157 and or ASTM C-94 requirements for ready-mix concrete mixing and delivery.
- C. Operate the mixer at the manufacturer's recommended drum speed on the name plate. Remove and dispose of outside the work at Contractor expense, any concrete mixed less than the specified time. Do not exceed the mixer's nominal capacity, in cubic feet, as shown on the manufacturer's standard rating plate on the mixer. An overload up to 10% above the mixer's nominal capacity may be permitted if concrete tests for strength, segregation, and uniform consistency are satisfactory, and if no concrete spill occurs.
- D. Re-tempering concrete by adding water or by other means is not permitted. When concrete is delivered in transit mixers or agitators, additional water may be added to the batch materials and additional mixing time to increase the slump to meet the specified requirements, if permitted by the Engineer, providing the following conditions are met:
  - 1. maximum allowable water-cement ratio is not exceeded;
  - 2. maximum allowable slump is not exceeded;
  - 3. maximum allowable mixing and agitating, time (or drum revolutions) is not exceeded;
  - 4. concrete is remixed for at least one-half the minimum required mixing time or number of revolutions.
- E. Concrete not meeting these requirements will be rejected. Obtain the Engineer's approval for admixtures that increase the workability or accelerate the set.

### 3.10 LIMITATIONS OF MIXING

- A. Do not mix, place, or finish concrete when light conditions prevent meeting the contract requirements. Obtain the Engineer's approval of artificial lighting.
- B. Discontinue concrete mix operations when the ambient temperature is 40° F (4°C) and falling. Do not resume concrete work until the ambient temperature is 35°F (2°C) and rising.
- C. When concreting work is approved during cold weather, the aggregates may be heated by either steam or dry heat before being placed in the mixer. Assure the material is uniformly heated without injuring it.
- D. Maintain the mixed concrete temperature between 50°F (10°C) and 90°F (32°C) during placement in the forms
- E. The Engineer may direct heating the water and aggregates if the air temperature is 35°F (2°C) or less at the time of placing, concrete. Heat water and aggregate to between 70°F (21°C) and 150°F (66°C). Do not place concrete on frozen subgrade or use frozen aggregates in the concrete.

### 3.11 PLACING CONCRETE

- A. Each placing/finishing crew must have at least one ACI Flatwork Finisher Technician level or above on site at all times.
- B. Place the concrete on the grade, handling it as little as possible. Assure truck mixers, truck agitators, or non-agitating hauling equipment are capable of concrete discharge without segregating the materials. Unload the concrete into an approved spreader and spread on the grade to prevent segregation. Continuously place concrete between transverse joints without the use of intermediate bulkheads. Perform necessary hand spreading, using only shovels. Do not permit workmen to walk in freshly mixed concrete with boots or shoes coated with earth or foreign substances.
- C. Where concrete is to be placed adjoining a previously constructed lane of pavement and mechanical equipment will be operated upon the existing lane of pavement, assure that lane has attained 80% of design strength. If only finishing equipment is carried on the existing lane, paving in the adjoining lanes may be permitted.
- D. Thoroughly consolidate concrete against and along the faces of all forms and along the full length and on both sides of all joint assemblies using vibrators. Do not permit vibrators to contact joint assemblies, the grade, or a side form. Do not operate vibrators more than 15 seconds in any one location.
- E. Deposit concrete as close to expansion and contraction joints as possible without disturbing them. Do not dump from the discharge bucket or hopper onto a joint assembly unless the hopper is centered on the joint assembly.

- F. Immediately remove any concrete spills from completed slab surfaces, using methods approved by the Engineer.

### 3.12 TESTING

- A. Use ACI Grade I or equivalent certified field-testing technicians for all concrete tests.
  - 1. Furnish the concrete required for testing as per section 01400.
  - 2. Sample, make specimens, and test concrete under the following:

AASHTO T119 (ASTM C143)	Slump
AASHTO T152 (ASTM C231)	Air Content (Gravel or Stone)
ASTM C-173	Air Content (slag or highly porous Aggr.)
AASHTO T121 (ASTM C138)	Cement Content & Unit Weight
AASHTO T22 (ASTM C39)	Strength (Compressive)
AASHTO T97 (ASTM C78)	Strength (flexural, third point method)
AASHTO T23 (ASTM C-31)	Making and Curing Test Specimens in the Field
  - 3. Cure beams in the field by the method specified for the pavement.

### 3.13 STRIKE-OFF OF CONCRETE AND PLACEMENT OF REINFORCEMENT

- A. Place the concrete, strike it off, consolidate, and finish it to the planned cross section and elevation.
- B. When placing reinforced concrete pavement in two layers, strike-off the first layer to plan depth and place the reinforcing full length its final position without further manipulation. Place the second concrete layer, strike it off, and screed. Remove and replace any bottom layer concrete that has been in place more than 30 minutes without being covered with the top layer at Contractor expense. When reinforced concrete is placed in one layer, the reinforcement may be positioned in advance of concrete placement or it may be placed by mechanical or vibratory means in plastic concrete, after the concrete is spread.
- C. Assure reinforcing steel is free from dirt, oil, paint, grease, mill scale, and loose or thick rust.

### 3.14 JOINTS

- A. Construct joints as specified in the contract documents.
- B. Longitudinal Joint
  - 1. Place deformed steel tie bars of specified length, size, spacing, and material as shown on the plans. Place using approved mechanical equipment or rigidly secured by chairs or other approved supports. Assure tie bars are not painted, coated with asphalt or other material, or enclosed in tubes or sleeves. When adjacent lanes of pavement are constructed separately, use steel side forms that will form a keyway along the construction joint. Tie bars may be bent at right angles against the form of the first lane constructed and straightened into final

position before the concrete of the adjacent lane is placed, or instead of bent tie bars, approved two-piece connectors may be used.

2. Longitudinal formed joints are a groove, or cleft, extending downward from, and normal to, the pavement surface. Make these joints using an approved mechanically or manually operated device to the plan dimensions and line while the concrete is in a plastic state. Seal the groove, or cleft, with either a pre-molded strip or poured material as required.
3. Place the longitudinal sawed joints so that their ends contact with any transverse joints.
4. Cut longitudinal sawed joints using approved concrete saws to the plan depth, width, and line. Use guide lines or devices to assure cutting the longitudinal joint as shown on the plans. Saw the longitudinal joint before the cure period ends or shortly thereafter and before any equipment or vehicles are permitted on the pavement. Thoroughly clean the sawed area using both water and compressed air. Immediately remove from the joint all concrete pieces, aggregate and residue left from the sawing. Assure that the cut depth is uniform. Start sealing as soon as the joint is dry. Form longitudinal joints by placing a continuous strip of plastic or other inert material. Assure the joint insert material is strong, non-stretchable, 3 mil thick, 2-inch (50.8 mm) wide, incapable of bonding with the concrete and will form a weakened plane 2-inch (50.8 mm) minimum depth.
5. Insert the joint material using a mechanical device that places the material in a continuous strip, except where intervening structures break the continuity of paving. Splices in the joint material are permitted if they can maintain the continuity of the joint material as placed. Place the joint material so that the top of the strip is not above, nor more than 1/4-inch (6.35 mm) below, the finished concrete surface. Once placed, assure the vertical axis of the joint material is within 10 degrees of a plane normal to the pavement surface. Assure final strip alignment is parallel with the pavement center line and does not vary more than 1 inch (25.4 mm) from the edge of a 12-foot (3.7 m) straightedge. The installation device must consolidate the concrete about the joint material. Once the joint material is installed, assure the concrete is free of segregation, rock pockets or voids and the finished concrete surface on each side of the joint is in the same plane.

C. Transverse Expansion Joints

1. Place the expansion joint filler continuously from form to form, shaped to the subgrade and the keyway along the form. Furnish preformed joint filler in lengths equal to the pavement width or equal to one lane width. Use damaged or repaired joint filler only with the Engineer's approval.
2. Ensure the expansion joint filler is held vertically. Use an approved installing bar, or other device if required to secure preformed expansion joint filler at the proper grade and alignment during concrete placing and finishing. Assure finished joints do not deviate more than 1/4-inch (6.35 mm) horizontally from a straight line. If joint fillers are assembled in section, no offsets are permitted between adjacent units. No concreteplugs are permitted anywhere within the expansion space.

D. Transverse Contraction Joints

1. Transverse contraction joints are weakened planes created by forming or cutting grooves in the pavement surface and, when shown on the plans, are to include load transfer assemblies.
2. Form transverse strip contraction by installing a parting strip to be left in place.
3. Make formed grooves by depressing an approved tool or device into the plastic concrete. Leave the tool or device in place until the concrete has attained its initial set and then remove it without disturbing the adjacent concrete, unless it is designed to remain in place.
4. Make sawed construction joints by sawing grooves in the pavement surface of the dimensions and spacing and lines on the plans, using an approved concrete saw. Start sawing joints as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. Saw all joints before uncontrolled shrinkage cracking occurs. When required, continue saw operations both during the day and night, regardless of weather conditions. Do not saw a planned joint when a volunteer crack develops at or near the planned joint location. Discontinue sawing when a crack develops ahead of the saw. Typically, saw all joints in sequence. Saw all contraction joints in lanes and adjacent to previously constructed lanes before uncontrolled cracking occurs. If conditions exist that make it impractical to prevent erratic cracking by early sawing, form the contraction joint groove before initial set of concrete as provided above.
5. When directed, rout or saw random cracks and fill with joint sealer. Thoroughly clean the sawed area using water and compressed air. Immediately remove all pieces of concrete, aggregate and residue from the joint caused by sawing. Take care to maintain uniform cut depth. Seal the joint as soon as it is dry.
6. Make sure transverse formed contraction joints comply with Section 02515 3.14 requirements for the longitudinal formed joint.
7. Construct transverse construction joints if there is an interruption exceeding 30 minutes in the concreting work. Do not construct a transverse joint within 5 feet (1.5 m) of an expansion joint, contraction joint, or weakened plane. If sufficient concrete has not been mixed at the time of interruption to form a slab at least 5 feet (1.5 m.) long, remove and dispose of excess concrete back to the last preceding joint as directed.

### 3.15 LOAD TRANSFER DEVICES

- A. When used, hold dowels in position parallel to the surface and centerline of the slab by a metal device that is left in the pavement.
- B. Thoroughly coat, with an approved lubricant, the portion of each dowel painted with one coat of lead or tar paint, as required under Section 02515.2.1; MATERIALS. Furnish an approved metal dowel cap or sleeve meeting Section 02515.2.1; MATERIALS requirements, for each dowel bar used with the expansion joints. Assure the caps or sleeves fit the dowel bar tightly.
- C. Instead of using dowel assemblies at contraction joints, dowel bars may be placed in the full pavement thickness using an approved mechanical device.

### 3.16 FINAL STRIKE-OFF, CONSOLIDATION, AND FINISHING

#### A. Sequence

1. Sequence the work as follows: strike-off, consolidate, float, and remove latency, straight-edge, and final surface finish.
2. If applying water to the surface is permitted, apply it as a fog spray using an approved spray equipment.

#### B. Finishing at Joints

1. Place the concrete adjacent to joints, under and around all load transfer devices, joint assembly units, and other features designed to extend into the pavement, free of voids or segregation. Mechanically vibrate concrete adjacent to joints meeting Section 02515.3.11; PLACING CONCRETE requirements.
2. Once the concrete has been placed and vibrated adjacent to the joints as required in Section 02515.3.11; PLACING CONCRETE, bring the finishing machine forward, operating it to avoid damage to or misalignment of joints. If uninterrupted operation of the finishing machine, to, over, and beyond the joints causes segregation of concrete, damage to, or misalignment of the joints, lift the finishing machine and set it directly on top of the joint and resume the finishing. When the second screed is close enough to permit the excess mortar in front of it to flow over the joint, lift the screed and carry it over the joint. Thereafter, the finishing machine may be run over the joint without the screeds being lifted, provided there is no segregated concrete immediately between the joint and the screed or on top of the joint.

#### C. Machine Finishing

1. Vibrate all concrete pavement unless otherwise approved for small areas or for short periods of time due to equipment failure. Assure vibrators for full width vibration of concrete paving slabs meet Section 02515.3.5.B; VIBRATORS requirements. If concrete uniformity and density is not obtained using the vibratory method at joints, along forms, at structures, and throughout the pavement, furnish equipment and methods which will produce pavement meeting specifications.

#### D. Hand Finishing

1. Hand finishing is permitted under the following conditions:
  - a. If mechanical equipment breaks down, hand finishing concrete already deposited on the grade when the breakdown occurs is permitted.
  - b. Widths or areas of irregular dimensions where mechanical finishing equipment is impractical.
  - c. As soon as concrete is placed, strike it off and screed it. Use an approved portable screed. Provide a second screed for striking off the bottom layer of concrete if reinforcement is used.
  - d. Assure the screed for the surface is an approved design, sufficiently rigid to retain its shape, and constructed of metal, and at least 2 feet ( .6 m) longer than the maximum width of the slab to be struck off.
  - e. Obtain consolidation using a vibrator or other approved equipment.

- f. Move the screed forward on the forms with a combined longitudinal and transverse motion, always moving in the direction the work is progressing and operated to ensure that neither end is raised from the side forms during the strike off process. If necessary, repeat this until the surface is uniform in texture, true to grade and cross section, and free from porous areas.

2. Floating

- a. Once the concrete is struck off and consolidated, use one of the following methods as specified or approved.

- b. Hand Method

- 1) Use a hand-operated, longitudinal float at least 12 feet (3.7 m) long and 6 inches (152.4 mm) wide, stiffened to prevent flexing and warping. Work the float in a sawing motion, operating from foot bridges resting on the side forms and spanning and not touching the concrete. Move ahead along the pavement centerline in successive sections not exceeding one-half the length of the float. Waste all excess water or soupy material over the side forms on each pass.

- c. Mechanical Method

- 1) Obtain the Engineer's approval of the mechanical float before use. Adjust the float tracks to the required crown. Assure the float is adjusted to the transverse finishing machine to maintain a mortar wave ahead of the float at all times. Ensure the float passes over each pavement area at least twice. Waste all excess water or soupy material over the side forms on each pass.

- d. Alternate Mechanical Method

- 1) As an alternate to item (1) above, the Contractor may use a machine having a cutting and smoothing float, or floats, suspended from and guided by a rigid frame. This frame must be carried by 4 or more visible wheels riding on, and in constant contact with, the side forms.
- 2) If necessary, following one of the preceding float methods, long-handled floats having blades a minimum 5 feet (1.52 m) long and 6 inches (152.4 mm) wide may be used to smooth and fill in open-textured areas in the pavement. Do not use long-handled floats to float the entire pavement surface in place of, or supplementing, one of the preceding floating methods. When strike-off and consolidation are performed by hand and the pavement crown will not permit using a longitudinal float, float the surface transversely using the long-handled float. Take care to not work the pavement crown during the work.

E. Straight Edge Testing and Surface Correction

- 1. Once floating is completed, excess water removed, and the concrete is still plastic, test the concrete surface for trueness with a 10-foot (3.05 m) straightedge. Furnish and use a 10-foot (3.05 m) straightedge swung from handles 3 feet (.91 m) longer than one-half the slab width. Hold the straightedge in contact with the surface in successive positions parallel to the road centerline



and the go over the whole slab area, as required. Advance along the road in not to exceed one-half the straightedge length. Immediately fill any depressions with fresh mixed concrete, strike off, consolidate, and refinish. Trim high areas and refinish. Give special attention to assure that surfaces across joints meet the smoothness requirements. Continue straightedge testing and surface corrections until the entire surface meets the required grade and cross section.

F. Final Finish

1. The final finish refers to the type of surface texture as specified in the Contract documents. The following types of surface textures may be specified: Type I - Transverse Tining, Type II - Longitudinal Tining, Type III - Nylon or Artificial Grass Drag, Type IV.- Nylon or Bristle Broom, Type V - Belt Finish, and Type VI - Burlap Drag. When final longitudinal texturing has been completed by the burlap drag, texture the plastic pavement surface to the designated texture as approved by the Engineer. A belt finish does not need to be preceded by a burlap drag.
  - a. Type I - Transverse Tining
    - 1) Produce the mainline finish using mechanical equipment described as follows: The transverse grooving machine must be either a vibrating roller or a comb equipped with steel tines. The machine must be self-propelled and automatically lift the roller or tine comb at the pavement end. Obtain the Engineer's approval of hand grooving methods in those areas where the mechanical equipment is not practical.
    - 2) Assure the equipment has rectangular or circular shaped spring steel tines that are spaced 1/2- to 1-inch (12.7 - 25.4 mm) center to center. Make the grooves perpendicular to the pavement center line and the transverse grooves being 0.090 to 0.125 inches (2.3 - 3.2 nun) wide and 1/8- to 3/16-inch (3.2 - 4.8 mm) deep. Acceleration lanes, deceleration lanes, and irregular sections may be finished by methods other than mechanical, if they produce a similar transverse groove.
  - b. Type II - Longitudinal Tining
    - 1) Produce the mainline finish using mechanical equipment meeting the following: The longitudinal grooving machine must be either a vibrating roller or a comb equipped with steel tines, be self-propelled and automatically lift the roller or tine comb at the pavement end. Obtain the Engineer's approval of hand grooving methods in areas where mechanical equipment cannot be used.
    - 2) Assure the equipment has rectangular or circular shaped spring steel tines that are spaced 1/2- to 1-inch (12.7 - 25.4 mm) center to center. Make the grooves parallel to the pavement center line and the longitudinal grooves 0.090 to 0.125 inches (2.3 - 3.2 mm) wide and 1/8- to 3/16-inch (3.2 - 4.8 mm) deep. Operate the mechanical equipment from a bridge when the pavement is 4.9 m (16 feet) or more in width.

- 3) Acceleration lanes, deceleration lanes, and irregular sections may be finished by methods other than mechanical, if they produce a similar type of longitudinal groove.
- c. Type III - Nylon or Artificial Grass Drag
    - 1) Produce the pavement finish using a nylon or artificial grass drag, approved by the Engineer. Produce a surface by pulling the drag longitudinally. For a pavement width of 16 feet (4.9 m) or more, mount the drag on a bridge that travels on the forms. Use a drag of at least 3 feet (.91 m) wide and maintain full contact the pavements full width. Maintain drags clean and free from encrusted mortar. Replace drags that cannot be cleaned with new ones.
  - d. Type IV - Nylon or Bristle Broom
    - 1) Apply broom texturing when the water sheen has disappeared. Draw the broom from the center to the edge of the pavement with adjacent strokes overlapping. Perform the brooming so that the surface corrugations are uniform in appearance and have a minimum depth of 1/16-4nch (1.6 mm) and a maximum depth of 1/8-inch (3.2 mm). Complete brooming before the concrete surface will be tom or roughened by the work. Produce a finished surface free from rough and porous areas, irregularities and depressions resulting from poor workmanship. Mechanical brooming, in lieu of the manual brooming, is permitted if the specified results can be obtained.
  - e. Type V - Belt Finish (Paving with Rigid Forms)
    - 1) When straight edging is complete and the water sheen has disappeared, and just before the concrete becomes non-plastic, belt the surface with a two-ply, canvas belt a minimum 8 inches (203.2 mm) wide and a minimum 3 feet (.9 m) longer than the pavement width. Equip hand belts with handles to permit controlled, uniform manipulation. Work the belt with short strokes transverse to the road centerline advancing parallel to the centerline.
  - f. Type VI - Burlap Drag
    - 1) Use a drag of seamless strip damp burlap or cotton fabric to produce a roughened surface, dragging it longitudinally along the pavement's full width. For pavement 16 feet (4.9 m) or more in width, mount the drag on a bridge that travels on the rails. Use a drag at least 3 feet (.91 m) wide, maintaining contact with the full pavement width. Maintain drags clean and free from encrusted mortar. Replace drags that cannot be cleaned with new drags.

### 3.17 EDGING AT FORMS AND JOINTS

- A. After the final finish and before the concrete has taken its initial set, round the edges of the pavement along each side of each slab, and on each side of transverse expansion joints, formed joints, transverse construction joints, and emergency construction joints

with an approved tool to the specified radius. Produce a radius having a smooth, dense mortar finish. Do not disturb the slab surface with the tool during the work.

- B. At all joints, remove all tool marks on the slab adjacent to the joints by brooming the surface. Do not disturb the rounding of the slab corner when brooming the surface. Completely remove all concrete on top of the joint filler.
- C. Test all joints with a straightedge before the concrete has set and correct if one side of the joint is higher than the other or if an edge is higher or lower than the adjacent slabs.

### 3.18 SURFACE TEST

- A. As soon as the concrete has hardened to permit testing, test the pavement surface with a 10-foot (3.05 m) straightedge or other approved device. Mark and grind high spots exceeding 1/4-inch (6.35 mm.), but under 1/2-inch in 10 feet (12.7 mm in 3.05 m), using an approved grinding tool to an elevation where the area or spot will not show surface deviations exceeding 1/4-inch (6.35 mm) when tested with a 10-foot (3.05 m) straightedge. Use stacked head, vertical blade grinders that will provide a coefficient of friction approximately equal to that of the un-ground pavement. Keep grinding grooves parallel to the direction of travel. Where the departure from correct cross section exceeds 1/2-inch (12.7 mm)), remove and replace the pavement by hand at Contractor expense.
- B. Any area or section so removed cannot be less than 5 feet (1.52m) long the full lane width. When required to remove and replace a section of pavement remove and replace any remaining portion of the slab adjacent to the joints that is less than 5 feet (1.52 m) long.

### 3.19 CURING

- A. Immediately after the finishing operations are complete and the surface cannot be marred, cover and cure the entire surface of the newly placed concrete meeting one of the following methods. Immediately stop concrete work when insufficient cover material or lack of water would prevent obtaining the specified cure results. Do not leave the concrete exposed for more than 1/2-hour between stages of curing or during the curing period.
  - 1. Cotton or Burlap Mats
    - a. Cover the entire pavement surface with mats, extending at least twice the pavement thickness beyond the slab edges. Assure that the entire surface and both edges of the slab are completely covered. Before placing mats, saturate the mats thoroughly with water. Place and weight the mats to remain in contact with the covered surface. Keep the mats wetted and in place for 72 hours after the concrete has been placed.
  - 2. Waterproofed Paper
    - a. Cover the pavement top and sides entirely with waterproofed paper. Lap the units at least 18 inches (.46 m). Place and weight the paper to maintain contact with the surface. Assure the paper extends beyond the slab edges at twice the pavement thickness. If laid longitudinally, paper not manufactured in sizes that will provide this width, must be securely

sewed or cemented together with joints being sealed so that they do not open up or separate during the cure period. Maintain the covering in place for 72 hours after the concrete has been placed. Thoroughly wet the pavement surface before placing the paper.

3. Straw Curing

- a. When using this type of curing, initially cure the pavement using burlap or cotton mats, meeting Section 02515.3.19.A.a above, until after final set of the concrete or, in any case, for 12 hours after the concrete is placed. Once the mats are removed, thoroughly wet and cover the surface and sides of the pavement with at least 8 inches (203.2 mm) (wetted thickness) of straw or hay. Repair or replace straw or hay covering displaced during the curing period and saturate with water for 3 days. Thoroughly wet the covering down the morning of the fourth day. Keep this cover in place until the concrete has attained the required strength. When permission is given to open the pavement to traffic, remove and dispose of the covering leaving the right-of-way in a neat and presentable condition. Do not dispose of the covering by burning on, or adjacent to, the pavement.

4. White Pigmented Impervious Membrane

- a. Uniformly spray the entire pavement surface with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place, or if the pavement is cured initially with burlap or cotton mats, the curing compound may be applied upon removal of the mats.
- b. Do not apply the curing compound during rainfall.
- c. Apply curing compound under pressure at 1 gallon per 150 square feet (3.79 L per 13.95 square meters) using mechanical sprayers. Use spraying equipment of the fully atomizing type equipped with a tank agitator. At the time of use, assure the compound is thoroughly mixed with the pigment uniformly dispersed throughout the vehicle. During application, continuously stir the compound using mechanical means. Hand spraying of odd widths or shapes and on concrete surfaces exposed by the removal of forms is permitted. Do not apply curing compound to the inside faces of joints to be sealed.
- d. Use curing compound producing a film that will harden within 30 minutes after application. Immediately re-apply curing compound damaged from any cause within the required curing period.
- e. Upon removal of side forms, apply curing compound to the exposed slab sides.

5. White Polyethylene Sheeting

- a. Cover entirely the top surface and sides of the pavement with polyethylene sheeting. Lap the pieces at least 18 inches (35 cm). Place and weight the sheeting so it remains in contact with the surface. Lay sheeting so it extends beyond the edges of the slab at least twice the thickness of the pavement. Maintain the covering in place for 72 hours after the concrete has been placed.

B. Curing in Cold Weather

1. When the average daily temperature is below 40°F (4°C), cure by covering the pavement with at least 12 inches (304.8 mm) of loose, dry hay or straw, or equivalent protective covering authorized by the Engineer. Leave covering in place for 10 days.
2. When concrete is placed and the air temperature could drop below 35°F (2°C), provide the volume of straw, hay, grass, or other blanketing material at the work site. Anytime the temperature may be expected to reach the freezing point during the day or night, spread the material over the pavement to the required depth to prevent freezing of the concrete. Maintain the covering for a minimum 10 days. Be responsible for the quality and strength of the concrete placed during cold weather and remove and replace at Contractor expense any concrete injured by freezing.

### 3.20 REMOVING FORMS

- A. Remove forms only after the freshly place concrete has set for 12 hours, excluding auxiliary forms used temporarily in widened areas. Carefully remove forms to prevent damage to the pavement. Once the forms are removed, cure the slab sides as specified herein. Remove and replace major honeycombed areas. The minimum area to be removed is 10 feet in length (3.05 m), the full width of the lane involved. When it is necessary to remove and replace a pavement section, any remaining portion of the slab, adjacent to the joints, less than 5 feet (1.52 m) in length is to be removed and replaced.

### 3.21 SEALING JOINTS

- A. If the joints are to be sealed, fill them with joint sealing material before the pavement is opened to traffic and as soon as practical after completion of the curing period. Just before sealing, thoroughly clean each joint of all foreign material, including membrane curing compound, assuring the joint faces are clean and surface dry when the seal is applied. Stir material for hot applied seal during heating
- B. Apply the sealing material to each joint opening meeting the plan details or as directed by the Engineer. Pour so that the material does not spill on the exposed concrete surfaces. Remove and clean from concrete surfaces all excess sealing material. The use of sand or similar material as a cover for the seal is not permitted. Do not place poured joint sealing material when the ambient temperature is less than 50°F (10°C), unless approved by the Engineer.

### 3.22 PROTECTION OF PAVEMENT

- A. Protect the pavement and its appurtenances against both public and Contractor traffic. This includes supplying personnel to direct traffic and the erection and maintenance of warning signs and lights.
- B. To protect the concrete against rain before the concrete is sufficiently hardened, have available at all times materials for the protection of the edges and surface of the unhardened concrete. Protective materials consist of standard metal forms or wood plank

having a minimum nominal thickness of 2 inches (50.8 mm) and a minimum nominal width of the pavement thickness at its edge for the protection of the pavement edges, and covering material such as burlap or cottonmats, curing paper, or plastic sheeting material for the protection of the surface of the pavement. Stop paving when rain appears imminent and have all available personnel begin placing forms against the side of the pavement and cover the surface of the unhardened concrete with the protective covering.

- C. Repair or replace all damage to the pavement occurring before final acceptance at Contractor expense.

### 3.23 OPENING TO TRAFFIC

- A. Obtain the Engineer's approval to open the pavement to traffic. Pavement cannot be opened to traffic until specimen beams, meeting 3.12; TESTING, have reached the design flexural strength, tested under the third-point method according to Section 3.12; TESTING. If the tests are not performed, the pavement may be opened at the discretion of the Engineer. Clean the pavement before opening to traffic.

### 3.24 CONCRETE PAVEMENT - SLIPFORM METHOD

- A. Pavement may be constructed without using fixed forms. When the slipform method is used, meet the following provisions:
  - 1. Grade
    - a. Once the grade or base is placed and compacted to the specified density, cut the grade and areas that will support the paving machine to the required elevation using an approved fine-grading machine. Use a self-propelled or towed fine-grading machine having the weight and power to trim the compacted material without gouging or tearing the surface. Assure the machine is equipped with cutting edges or surface shavers controlled from an independent control reference wire having an automatic control device. To avoid excessive depths of cut, the machine is to fine grade making successive passes, with each pass controlled from the independent reference line through the automatic control. Re-compact to the specified density, all base disturbed by the grading operation, before placing concrete. Maintain the grading operations in advance of concrete placement. Repair damage to the grade caused by traffic before placing the concrete.
  - 2. Placing Concrete
    - a. Place concrete using an approved, slipform paver able to spread, consolidate, screed, and float-finish the freshly placed concrete in one complete pass to the specified line, grade, and cross section with a minimum of hand finishing. Assure the machine is equipped with vibrators, vibrating the concrete the pavements full width and depth. Vibrators must be vibrating tubes or arms working in the concrete, or a vibrating screed or pan operating on the concrete surface. Assure the sliding forms are capable of resisting displacement by the wet concrete.

- Use forms that trail behind the paver and prevent slumping of the concrete during the work.
- b. Assure the concrete does not exceed a slump of 2 inches (50.8 mm). Operate the slipform paver at a uniform speed. Coordinate all concrete mixing, delivering, and spreading to maintain uniform progress with minimum stopping and starting of the paving work. Immediately stop vibratory and tamping when it is necessary to stop the paver. Do not apply any outside tractive force to the paver not controlled by it.
3. Finishing
    - a. Meet the surface smoothness and texture requirements of Section 02515.3.16.F; FINAL FINISH, and Section 02515.3.18; SURFACE TEST.
  4. Curing
    - a. Perform curing using one of the methods in Section 02515.3.19; CURING.
  5. Joints
    - a. Construct all joints under Section 02515.3.14; JOINTS.

### 3.25 TOLERANCE IN PAVEMENT THICKNESS

- A. The pavement thickness will be determined by measuring cores. The actual pavement thickness must be within 1/4-inch (6.35 mm) of the specified thickness.
- B. When any core is less than the plan thickness by more than the allowable deviation, additional cores will be taken from the area at minimum 10-foot (3-05 m) intervals parallel to the centerline in each direction from the affected location until, in each direction, a core is found which is not deficient by more than the allowable deviation. The Engineer will evaluate areas found deficient in thickness by more than the allowable deviation. Remove and replace deficient areas to the specified thickness at Contractor expense.

**END OF SECTION**

## SECTION 02528

### CONCRETE CURB AND GUTTER

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is constructing combined curb and gutter using structural concrete and meeting the lines, dimensions, and grades shown on the plans and these specifications.
- B. Standard drawings in Appendix A that are applicable to this section are:
  - 1. Standard Drawing 02528-1, Standard Curb and Gutter

##### 1.2 REFERENCES

- |              |  |
|--------------|--|
| AASHTO M 213 | Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction |
| AASHTO M 148 | Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete                             |

#### PART 2 - PRODUCTS

##### 2.1 STRUCTURAL CONCRETE

- A. Furnish structural concrete meeting the requirements of Section 03310, STRUCTURAL CONCRETE.

##### 2.2 REINFORCING STEEL

- A. Furnish reinforcing steel meeting the requirements of Section 03210, REINFORCING STEEL.

##### 2.3 PRE-FORMED EXPANSION JOINT MATERIAL

- A. Furnish pre-formed expansion joint material meeting the requirements of AASHTO M213.



## 2.4 GRAVEL BASE MATERIAL

- A. Furnish gravel base meeting all applicable portions of Section 02235, CRUSHED BASE COURSE, and meeting gradation requirements for 1" minus material.

## 2.5 CURING AND PROTECTIVE COATING MATERIALS

- A. Liquid Membrane-Forming Compounds for Curing Concrete
  - 1. Furnish liquid membrane-forming compound meeting the requirements of AASHTO M148, Type 1, clear or translucent.
  - 2. Apply liquid membrane forming compound between April 15 and August 14 of each year unless daily temperatures outside of that date range are between 40 and 90 degrees Fahrenheit.
- B. Emulsified Linseed Oil Compound
  - 1. Assure it meets all requirements of AASHTO M148 and contains at least 2.7 pounds (0.32kg) of linseed oil per gallon (liter). Furnish a manufacturer's certification showing that the formulated weight of linseed oil per gallon equals or exceeds this limit.
  - 2. Apply water-soluble or emulsified linseed oil compound between August 15 and April 14 of each year.

## **PART 3 - EXECUTION**

### 3.1 GENERAL

- A. Concrete curb and gutter may be machine-laid or hand-formed. Perform work meeting these requirements and the applicable requirements of Section 03310, STRUCTURAL CONCRETE.

### 3.2 FOUNDATION PREPARATION

- A. Excavate the foundation to the specified depth. Assure the subgrade or base course for the concrete has a firm and even surface and is compacted meeting Section 02230, STREET EXCAVATION, BACKFILL, AND COMPACTION.
- B. Complete excavation to the lines shown in the contract documents or as specified by the Engineer.
- C. Place at least 6 inches (7.5 cm) of gravel base material and compact it to 95% of ASTM D-698. This requirement is waived if curb and gutter is installed on a portion of street base course material of 3 inches (7-5 cm) or more in thickness.
- D. For new street construction or street reconstructing, place gravel base course for the street 9 inches beyond back of the curb.

### 3.3 FORMS

- A. Use metal forms unless otherwise approved of the depth equal to the face of the item being constructed. Obtain Engineer approval of in-place forms before placing concrete.
- B. Assure forms produce the shape, lines, and dimensions shown on the plans and/or drawings. Assure forms prevent leakage of mortar and maintain position and alignment. Thoroughly clean and oil before placing and do not remove forms until the concrete has hardened sufficiently to prevent damage.
- C. Where the curb and gutter is to abut an existing sidewalk, use an approved face-of-gutter form secured to maintain an established gutter grade. Vary the curb height to assure the top of curb matches as nearly as possible the standard curb and gutter cross section. Obtain Engineer approval to hand form lengths not exceeding 10 feet (3m).
- D. Form radii using flexible or curved metal forms set to fit the specified curvature. Obtain Engineer approval before using wood forms. Radii may be formed by using segments of straight forms if the length of the straight segment does not exceed 1/10<sup>th</sup> of the length of the radius.

### 3.4 REINFORCEMENT

- A. Place reinforcement as required. Place and hold in position before placing concrete.

### 3.5 PLACING CONCRETE

- A. Place and compact the subgrade to the specified grade before placing concrete. Dampen the subgrade just before placing the concrete. Spade and tamp the concrete thoroughly into the forms to provide a dense, compacted concrete free of rock pockets. Float, finish, and broom the exposed surfaces. Each placing/finishing crew shall have at least one ACI Flatwork Finishing Technician level or above, on site at all times.
- B. Do not place concrete at a rate that exceeds the finishing operation's ability to meet these specifications.
- C. Machines or equipment that extrude curb and gutter may be used when approved, provided they produce a finished product matching that obtained by the set-form method. Use slip-form machines that are automatically controlled for longitudinal grade, alignment, and transverse slope by sensing devices operating from string lines set from construction stakes placed by the Engineer or a stringless slip-form machine operating from an integrated machine control model.

### 3.6 STRIPPING FORMS AND FINISHING

- A. Forms

1. Remove forms when the concrete is sufficiently set to prevent chipping or spalling. When forms are removed before the curing period has expired, protect the concrete edges with moist earth or spray edges with curing compound. Clean, oil, and examine all forms for defects before they are used again.
- B. Finishing
1. Finish the surface of concrete curbs and gutters true to the lines and grades shown on the plans. Work concrete until the coarse aggregate is forced down into the body of the concrete and no coarse aggregate is exposed.
  2. Fill honeycomb or other blemishes in formed surfaces with grout to the specified finish. Tool all edges to a ¼-inch (6.4 mm) radius. Float the surface using a magnesium float to a smooth and uniform surface. When the concrete in the curb and gutter has hardened sufficiently, give the surface a broom finish. Obtain Engineer approval of the broom before use. Broom the surface without tearing the concrete. Broom to produce regular corrugations not exceeding 1/8-inch (3.2 mm) deep.
  3. After finishing and brooming, stamp and mark into the concrete to mark sewer and/or water service lines if required by the owner.
- C. Crew
1. Do not apply additional surface water. The Engineer may permit adding water, but it must be applied by fog spray only. Use of an evaporation retardant, Confilm, or equal, following the manufacturer's directions is permitted.

### 3.7 CURING

- A. Curing meeting Section 03310, STRUCTURAL CONCRETE, requirements.

### 3.8 JOINTS

- A. Place curb and gutter monolithically with no construction joints permitted, except at planned expansion joints.
- B. Construct expansion joints at construction joints, junctions with existing concrete, and opposite to or at expansion joints in adjacent concrete, and at maximum 300-foot intervals in a continuous run of concrete being placed. Form expansion joints using ½-inch (12.7 mm) thick, pre-formed expansion joint filler, as specified in Section 02528.2.3.
- C. Form or cut contraction joints 1/8-inch (3.2 mm) wide to one-fourth the depth of the concrete being placed. Construct the joints to coincide with the joints in adjacent concrete or in uniform sections 10 feet (3 m) in length. Where required to make a closure, sections less than 10 feet (3 m) in length will be permitted with the minimum length being 4 feet (1.2 m). When contraction joints are made by approved forming or grooving before the concrete has set, tool the edges to the approved radius.

### 3.9 CURB BACKFILL

- A. Complete the curb backfill to 4 inches (10 cm) below the top of curb before final grading of the subgrade and placing the street section base course.
- B. Backfill using impervious dirt up to 4 inches (10 cm) below top of curb. Do not use sand or gravel backfill in this area.
- C. In areas of existing lawns, use black loam or approved topsoil for the top 4 inches (10 cm) of backfill. Place it out from the curb and in the amount required to replace the turf or lawn removed during installation. Place the backfill to a point level with the top of the curb, immediately adjacent to the curb, and grade and blend to match the existing undisturbed lawn area.
- D. Where lawns do not exist, place the top 4 inches (10 cm) of backfill using impervious dirt and conforming to the typical sections shown on the plans.
- E. Compact backfill to prevent settlement and level the surface to be freedraining. Complete all backfill within 3 days of adequate curing.

### 3.10 PRIME AND SEAL COAT PREPARATION

- A. Paint the edge of the gutter adjacent to the asphalt surfacing with an asphalt prime coat before placing the pavement surface course. When an asphalt seal coat is specified, apply the oil and cover aggregate 3 inches (7.6 cm) on to the gutter to provide a good seal on the joint between the concrete and pavement.

### 3.11 TOLERANCES

- A. Perform the work to produce a curb and gutter meeting the specified line and grade uniform in appearance and structurally sound. Remove and replace at contractor expense curb and gutter having unsightly bulges, ridges, and/or low spots in the gutter, or other defects as directed. Grade cannot deviate more than 1/8-inch (3.2 mm), and alignment not vary more than ¼-inch (6.4 mm) from plan elevation, grade, or alignment. Tolerances may be checked using survey instruments, straight edges, or water puddling. Puddled water cannot exceed ¼- inch (6.4 mm) in depth.

**END OF SECTION**

## SECTION 02529

### CONCRETE SIDEWALKS, DRIVEWAYS, APPROACHES, CURB TURN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is the construction of concrete sidewalk and driveway approaches, curb turn fillets, valley gutters, new street monuments, and all other miscellaneous new concrete construction complete in place.

##### 1.2 REFERENCES

AASHTO M 213	Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction
AASHTO M 148	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

- A. Standard drawings in Appendix A applicable to this section are as follows.
1. Standard Drawing No. 02529-1, Double Gutter Detail For Street Intersection
  2. Standard Drawing No. 02529-2, Standard Fillet
  3. Standard Drawing No. 02529-3, Type I Street Monument
  4. Standard Drawing No. 02529-4, Type II Street Monument
  5. Standard Drawing No. 02529-5A, Boulevard Driveway Approach
  6. Standard Drawing No. 02529-5B, Curb Walk Driveway Approach
  7. Standard Drawing No. 02529-6, Retrofit Drive Approach
  8. Standard Drawing No. 02529-7A, Boulevard Alley Approach
  9. Standard Drawing No. 02529-7B, Curb Walk Alley Approach
  10. Standard Drawing No. 02529-8, Accessibility Ramp
  11. Standard Drawing No. 02529-9, Swale Crossing
  12. Standard Drawing No. 02529-10, Mailbox Mounting For Curblines Delivery

#### PART 2 - PRODUCTS

## **2.1 STRUCTURAL CONCRETE**

- A. Furnish structural concrete meeting the requirements of Section 03310, STRUCTURAL CONCRETE.

## **2.2 REINFORCING STEEL**

- A. Furnish reinforcing steel meeting the requirements of Section 03210, REINFORCING STEEL. Use 6 x 6 x 10 gauge wire mesh unless otherwise specified.

## **2.3 PRE-FORMED EXPANSION JOINT FILLER MATERIAL**

- A. Furnish joint material meeting the requirements of AASHTO M213.

## **2.4 GRAVEL BASE MATERIAL**

- A. Furnish crushed base material meeting applicable requirements of Section 02235, CRUSHED BASE COURSE, and meeting the gradation requirements for 1 inch minus material.

## **2.5 CURING AND PROTECTIVE COATING MATERIALS**

- A. Liquid Membrane-Forming Compounds for Curing Concrete
  - 1. Use liquid membrane-forming compounds meeting the requirements of AASHTO M148, Type 1, clear or translucent. Apply the compound between April 15 and August 14 unless daily temperatures outside of that date range are between 40 and 90 degrees Fahrenheit (4-32° C).
- B. Emulsified Linseed Oil Compound
  - 1. Apply water-soluble or emulsified linseed oil compound between August 15 and April 14 as a protective coat. Assure it meets all requirements of AASHTO M148 and contains at least 2.7 pounds of linseed oil per gallon. Furnish a manufacturer's certification showing that the formulated weight of linseed oil per gallon equals or exceeds this limit.
- C. The curing compound used on colored concrete shall be a high solid acrylic cure, Day/Chem Aggre-Gloss J-25 (manufactured by Dayton Superior) or approved equal.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. Construct sidewalks and driveway approaches, either new or replacement, valley gutter and curb turn fillets at the locations shown on the plans and where directed by the

Engineer meeting these specifications and the applicable portions of Section 03310, STRUCTURAL CONCRETE.

- B. The use of slip form machines is prohibited for items in this section unless otherwise specified or permitted by the Engineer.
- C. During periods of cold weather, Contractor must submit to Engineer a cold weather concreting plan applicable to Section 03310 for approval.

### **3.2 FOUNDATION PREPARATION**

- A. Excavate to the specified depth, or as directed by the Engineer. Assure the concrete subgrade has a firm and even surface and is compacted as specified in Section 02230: Street Excavation, Backfill, and Compaction, as may be modified by the Standard Modifications.
- B. Place and compact at least 3 inches (75 mm) of gravel base material compacted to 95% of ASTM D-698. This requirement is waived for concrete if it is to be installed on street base course material exceeding 3 inches (75 mm) or more in thickness and is approved by Engineer.
- C. Do not remove sidewalks, private driveways, or conduct foundation preparation activities more than 4 days prior to the planned concrete pour.

### **3.3 FORMS**

- A. Furnish forms to produce the shape, lines, and dimensions shown on the plans and/or drawings. Assure forms prevent leakage of mortar and are maintained in proper position and accurate alignment. Thoroughly clean and oil forms with an approved form oil before placing concrete and remove forms only after the concrete has hardened sufficiently to support all loads without damage.
- B. Form radii using flexible or curved forms set to the required curvature. Use wood forms only with the Engineer's approval. Radii may be formed by using segments of straight forms if the length of the straight segment does not exceed one-tenth of the length of the radius.
- C. Use forms and pre-formed expansion joint filler material for same depth as concrete.

### **3.4 REINFORCEMENT**

- A. Place and hold in position reinforcement meeting the contract requirements, or as directed by the Engineer, before placing the concrete.

### 3.5 PLACING CONCRETE

- A. Assure the subgrade is compacted and brought to specified grade before placing concrete. During extreme drying conditions, dampen the subgrade immediately before placing the concrete. Spade and tamp the concrete into the forms providing a dense, compacted concrete free of rock pockets. Float, finish and broom the exposed surfaces. Each placing/finishing crew shall have at least one ACI Flatwork Finisher Technician level or above, on site at all times.
- B. Assure the rate of concrete placement does not exceed the rate at which the various placing and finishing operations can be performed in accordance with these specifications.

### 3.6 STRIPPING FORMS AND FINISHING

- A. Forms
  - 1. Remove forms when the concrete is sufficiently set to prevent chipping or spalling. When forms are removed before the curing period has expired, protect the concrete edges with moist earth or spray edges with curing compound. Clean, oil, and examine all forms for defects before they are used again.
- B. Finishing
  - 1. Finish the concrete surface true to lines and grades shown on the drawings. Work concrete until the coarse aggregate is forced down into the body of the concrete and no coarse aggregate is exposed. Float the concrete surface using a magnesium float to a smooth and uniform surface. Plastering of the surface is prohibited. Edge all outside edges of the slab and all joints using a ¼ inch (6.4 mm) radius edging tool.
  - 2. Immediately after the forms have been removed, remove all form bolts and tie wires to a depth of at least ½ inch (12.5 mm) below the surface of the concrete. Clean and fill all holes and depressions caused by the removal or setting back of form bolts or tie wires with Portland Cement mortar composed of 1 part cement by volume and 2 parts sand. Chip out, clean and fill all rock pockets, honeycombs, and air pockets with mortar, in compliance with instruction of the Engineer. If, in the judgment of the Engineer, rock pockets are of such an extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, they may declare the concrete defective and order the complete removal and replacement of that portion of the structure so affected.
  - 3. Carefully make all mortar patches using a very dry mortar tamped firmly in the void. Keep the patches wet for a period of 3 days after which it will be inspected for shrinkage cracks. Excessive cracking will require complete removal and replacement of the patch.



4. Screed, float and light broom finish sidewalks, exterior slabs, approaches, etc. and membrane cure. After concrete has hardened sufficiently, give the surface a broom finish. Obtain Engineer approval of the broom before use. Assure the broom strokes are square across the concrete from edge to edge, overlapping adjacent strokes. Broom without tearing the concrete. Assure the broomed finish produces regular corrugations not exceeding 1/8 inch (3.2 mm) in depth.
5. Steel trowel finish interior floor surfaces which will be exposed after construction is completed, surfaces to be covered with resilient floor coverings or seamless floor coverings, the exposed portion of the top of equipment bases, the top of interior curbs, and other surfaces designated on the drawings. Perform troweling after the second floating when the surface has hardened sufficiently to prevent an excess of fines from being drawn to the surface. Produce a dense, smooth, uniform surface free from blemishes and trowel marks.
6. Apply liquid or shake-on floor hardener to all interior concrete floors which are subject to foot or equipment traffic and are not required to be covered with resilient floor coverings or seamless flooring. Prior to application, thoroughly clean the floor of all dirt, grease, and other foreign matter. Do not apply curing compounds to floors scheduled to receive floor hardener unless compatibility with the hardener is demonstrated in manufacturer's data.
7. Do not apply additional surface water. The Engineer may permit adding water, but it must be applied by fog spray only. Use of a film forming evaporation retardant, following the manufacturer's directions, is permitted.

### **3.7 CURING**

- A. Cure meeting Section 03310, STRUCTURAL CONCRETE requirements.

### **3.8 JOINTS**

- A. Extend isolation joints the full depth of the concrete and fill using ½-inch (12 mm) thick, pre-formed expansion joint filler material as specified in Section 02529.3.3. Place isolation joints meeting this requirement where new concrete abuts existing concrete. Form isolation joints around all appurtenances, such as manholes, utility poles, etc. extending into and through the concrete.
- B. Install pre-formed joint filler between concrete and any fixed structure, such as a building or bridge. Assure all expansion joint materials extend the full depth of the concrete. Place isolation joints at radius points, junctions with existing concrete, and opposite to or at expansion joints in adjacent concrete. Form cold joints at unions of consecutive pours as shown on the plans or directed by the Engineer. Assure the cold joint is vertical, the full depth of the concrete, and tooled to a ¼-inch (6.5 mm) radius.

- C. Divide sidewalk into sections using contraction joints formed by a jointing tool or other approved methods. Extend the contraction joints into the concrete for at least 25% of its depth and be approximately 1/8-inch (3 mm) wide. Unless otherwise directed, space contraction joints at maximum 10-foot (3 m) intervals or at a distance equal to the sidewalk width, whichever is less. In continuous sidewalk runs, install isolation joints every fifth contraction joint. For machine-placed sidewalk, install expansion joints with a maximum spacing of 150 feet.

### **3.9 BACKFILL**

- A. In areas adjacent to existing lawns, backfill the top 4 inches (100 mm) using black loam or good topsoil suitable for lawn growth. Place it out from the sidewalk or driveway to replace turf or lawn removed during installation. Place the backfill level with the top of the curb, immediately adjacent to the curb, graded and blended to match the existing undisturbed lawn area.
- B. Where lawns do not exist, backfill the top 4 inches (100 mm) with impervious dirt and place to meet the typical sections shown on the plans.
- C. Compact backfill to prevent settlement and level the surface to a neat appearing and free draining surface within 4 days after concrete is placed. Where required by the contract, topsoil shall be placed to the lines and grades of the work. The addition of topsoil, seed, and/or sod and all finish grading work shall be completed and ready for inspection within 6 days of concrete placement.

### **3.10 TOLERANCES**

- A. Assure all items of construction covered by this section present clean, uniform surfaces and lines free of irregularities and distortions. Plane surfaces and vertical tangent lines are tested with a 10-foot straightedge and cannot deviate more than ¼-inch (6.5 mm) from the straightedge.

### **3.11 MISCELLANEOUS NEW CONCRETE CONSTRUCTION**

- A. Construct new street monuments, new street light bases, and other miscellaneous concrete construction in accordance with detail drawings, or as directed by the Engineer.
- B. New concrete construction required to maintain or restore existing structures will be considered incidental to the cost of pipe installation and no additional payments made. Include the concrete costs associated with thrust blocks with the unit costs bid for the valve, fittings, or appurtenance requiring the thrust block. New concrete work not included above, or specifically called out on the drawings, must first be approved by Engineer.

- C. Construct all curb ramps with detectable warning surfaces in conformance with the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Detectable warning surfaces shall be considered deficient and subject to replacement by the Contractor if more than 5% of the truncated domes on a ramp surface are missing or damaged, if the detectable warning product has lost any adhesion to the concrete, or if the detectable warning product is cracked or shows other signs of distress, at the end of the two-year warranty period. Detectable warning plates shall be either cast iron or ductile iron.

**END OF SECTION**

## SECTION 02581

### PAVEMENT MARKINGS AND MARKERS (PRE-FORMED PLASTIC, PAINTS AND ENAMELS)

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This work is painting pavement lines, words and symbols, or applying plastic lines, words, symbols, channelization buttons, and other reflective markers meeting these specifications, the standard drawings, and in reasonably close conformity with the lines and dimensions shown in the contract documents or established by the Engineer.

#### PART 2 - PRODUCT

##### 2.1 PRE-FORMED PLASTIC PAVEMENT MARKING MATERIAL

- A. Furnish plastic pavement markings and legends consisting of reflectorized, pre-fabricated, homogeneous, thermoplastic ribbon of the specified thickness. Assure the plastic contains reflective glass spheres uniformly distributed throughout its cross section and is capable of being affixed to bituminous or Portland Cement concrete pavements using a liquid contact cement or pre-coated, pressure-sensitive adhesive. Furnish white and yellow meeting standard highway colors. Assure the white plastic material is non-yellowing, and the yellow plastic material is non-fading for their expected useful life.
- B. For strip line widths of 6 inches (150 mm) or less, furnish plastic pavement striping material in a single manufactured width equal to the specified width. For specified stripe line widths exceeding 6 inches (150 mm), furnish plastic pavement striping material in a single manufactured width equal to the specified width or in two or more widths totaling the specified width.
- C. Cut the plastic marking material edges clean and true. Use at least 0.09-inch (2.25 mm) thick plastic material for inlaying into new asphaltic surfaces. Use at least 0.06-inch (1.50 mm) thick plastic material for application to existing surfaces or to hardened new surfaces.
- D. Assure plastic pavement markings for inlay into new asphaltic surfaces are capable of being applied just before the final rolling of the new surface and can be rolled into place with conventional pavement rollers. For inlay applications, assure the plastic and adhesive are not damaged by pavement temperatures exceeding 175° F (79° C) or by water on roller drums.
- E. Assure the plastic pavement marking material and its adhesive are tack free to provide easy handling without using a protective backing and can be repositioned on the surface before being permanently fixed in position. Pre-coated adhesive must be uniformly distributed over the entire contact surface of the plastic material.

- F. Furnish plastic pavement marking material capable of molding itself to pavement contours, breaks, and other surface irregularities under traffic at normal pavement temperatures. Assure the plastic material will fuse with itself and with previously applied markings of the same composition under normal use conditions.
- G. Assure pavement legends and symbols meet the applicable shapes and sizes specified by the “Manual on Uniform Traffic Control Devices” as adopted by the FHWA.
- H. Assure product agents or distributors furnish the manufacturer’s specifications showing that the material furnished meets or exceeds these requirements and submit evidence of successful product use over a one-year period under similar climatic conditions. Plastic pavement marking material not meeting this use requirement will be rejected.
- I. Submit a 4-inch (100 mm) by 1-foot (300 mm) sample from each lot of plastic material proposed for use on the project to the Engineer for approval. Use only approved plastic pavement marking material on the project.
  - 1. Composition Requirements
    - a. Furnish pre-formed plastic pavement marking material consisting of plasticizers, pigments, and graded glass spheres combined and proportioned to meet the following requirements.
      - 1) Pigments: Minimum 20 percent titanium dioxide of total pigment for white marking material; minimum 18 percent medium chrome yellow of total pigment for yellow marking material. Use graded glass spheres that are clean, transparent, and meet the requirements of Section 02581.2.02.A.1. Assure the glass spheres are uniformly distributed throughout the entire material.
  - 2. Physical Requirements
    - a. Tensile Strength
      - 1) Assure the plastic material has a minimum tensile strength of 40 psi (270 kPa) of cross section when tested under ASTM D638. The break resistance is based on an average of at least three (3) samples tested at a temperature of 70° – 80° F (22° – 27° C) using a jaw speed of 0.25 inches (6.25 mm) per minute.
    - b. Plastic Pull Test
      - 1) A 1”-6” (25 mm – 150 mm) sample of the plastic material must support a dead weight of 0.66 lb per 0.01 inch (.28 kg per 2.50 mm) of material thickness for at least 5 minutes at 70° –80° F (22°-27° C).
    - c. Bend Test
      - 1) The plastic material must be flexible so that at 80° F (27° C), a 3” by 6” (75 mm by 150 mm) sample of the material can be bent over a 1” (25 mm) diameter mandrel until the end faces are parallel and 1” (25 mm) apart without showing any fracture lines in the uppermost surface under unassisted visual inspection.

- d. Skid Resistance
  - 1) The surface friction of the plastic cannot be less than 35 BPN when tested under ASTM E303.
- e. Reseal Test
  - 1) The plastic must reseal to itself without adhesives when tested as follows: Overlap 2 1-inch by 3-inch (25 mm by 75 mm) piece face-to-face so that they form a single 1-inch (25 mm) by 5-inch (125 mm) with a 1 square inch (25 square mm) overlap in the center.
  - 2) Place the piece on a hard surface with a 1000-gram weight resting uniformly on the entire overlap area and maintain at 140° to 190° F (60°-88° C) for 2 hours. The actual temperature to be maintained depends on the material being tested but must be within the specified range. After cooling to room temperature, the pieces must not separate without tearing.
- f. Reflectivity
  - 1) Furnish reflective pavement marking material having reflective values not less than those listed in the table below. Reflective values are measured under Federal Specifications L-S-300C. The reflective values must be measured on a 2 by 2-1/2 foot (.6 m by .75 m) panel at 85° incidence and be expressed as average candlepower per foot (meter)-candle per 5 square feet (1.5 m<sup>2</sup>) of material.

Divergence Angle	White	Yellow
0.2 Degrees	0.20	0.15
0.5 Degrees	0.15	0.10

## 2.2 WATERBORNE PAVEMENT MARKING PAINT

- A. Waterborne Pavement Marking Paint
  - 1. Furnish acrylic latex white and lead-free yellow waterborne pavement marking paint meeting the following requirements.
    - a. Composition – The exact composition is at the manufacturer’s discretion except that the vehicle is to be 100 percent acrylic polymer and the paint is not to contain any ingredient listed below.
      - 1) Lead or chromate compounds; mercury; lead; chromate compounds; chlorinated solvents; hydrolysable chlorine derivatives; ethylene-based glycol ethers and their acetates.

2) Meet the following requirements:

	<u>White</u>	<u>Yellow</u>
Pigment, % solids ASTM D-3723	68 max	68 max
Total Solids, % by weight ASTM D-2369	75 min	75 min
Titanium Dioxide, lbs./gal. ASTM D-4563 & D-1394	1 lb. min.	0.15 lb. min
% Non-volatile vehicle of total vehicle weight ASTM D-2697	41 min.	41 min.
VOC content, maximum EPA Method 24	150 g/L	150 g/L
pH, min.	9.6	9.6
ASTM E-70		
	<u>White</u>	<u>Yellow</u>
Viscosity (Krebs Stormer), K.U., ASTM D-562 @ 77°F, (25° C)	80-95	80-95
Grind, Hegman, min. ASTM D-1210	2	2
Deviation in percent weight per gallon, max. (from manufacturer specified weight)	±.30	±.30
Daylight <sup>1</sup> Reflectance, min. ASTM D-2805	85	59.1 <sup>2</sup>
Contrast Ratio, 15 mils wet min., ASTM D-2805	0.92	0.88

<sup>1</sup>The Y-Tristimulus value (luminance) is obtained using a standardized Tristimulus colorimeter using a C illuminant at a two-degree observation angle. The paint sample is drawn to a 15-mil wet film thickness over a white substrate. The department uses a Hunter Lab

Miniscan XE Colorimeter and Leneta Corporation Form 5C opacity charts to determine this value.

<sup>2</sup>Color to match the V+ color on the Hale color chart  $\pm 6\%$ .

ASTM TEST

WHITE AND YELLOW

D 711 mod.<sup>1</sup>

Dry Time, 15 mil wet film, 65% RH, minutes, max. 10

D1640 mod.<sup>2</sup>  
130

Dry Through @ 90% RH, 15 mil wet film, minutes, max.

ASTM TEST

WHITE AND YELLOW

D 2243<sup>3</sup>

Freeze-Thaw, White and Yellow Pass

D 2486

Scrub Resistance, cycles min.....600

D-969

Bleeding Ratio, min .....0.95

<sup>1</sup>Use a wet film thickness of 15 plus or minus 1 mil. Immediately place in a humidity chamber controlled at  $65 \pm 3\%$  relative humidity and  $72.5^\circ \text{F} \pm 2.5^\circ \text{F}$  ( $22.5^\circ \text{C} \pm 1.4^\circ \text{C}$ ) with minimal airflow.

<sup>2</sup>Apply a  $15 \pm 1$  mil thick film to a non-absorbent substrate and place in a humidity chamber controlled at  $85 \pm 5\%$  R.H. and  $72.5^\circ \text{F} \pm 2.5^\circ \text{F}$  ( $22.5^\circ \text{C} \pm 1.4^\circ \text{C}$ ). Determine dry through time under ASTM D 1640 exerting the minimum pressure needed to maintain contact with the thumb and film.

<sup>3</sup>See B(7), Freeze-Thaw Stability.

3) Titanium. Use Titanium Dioxide meeting ASTM D-476, Type I or II.

b. Characteristics

1) Flexibility and adhesion. Apply 15 mil wet film thickness to a 3" by 5" (75 mm by 130 mm) tin panel. Dry at  $77^\circ \text{F}$  ( $25^\circ \text{C}$ ) for 24 hours followed by two hours at  $122^\circ \text{F}$  ( $50^\circ \text{C}$ ). Bend sample over a 1/2-inch (13 mm) mandrel. Paint to adhere firmly without showing cracking or flaking.



- 2) Water resistance. Apply 15 mil wet film thickness to a 4" by 8" (102 mm by 203 mm) glass plate. Dry at 77°F (25°C) for 72 hours. Immerse in distilled water at 77°F (25°C) for 24 hours. Air dry for two hours on a flat surface. Paint to not show blistering or adhesion loss.
  - 3) Skinning and lumps. Fill a pint (0.473 L) container  $\frac{3}{4}$  full of paint and seal tightly. After 72 hours, strain paint through a 100 mesh screen. No lumps or skin retained on the screen is permissible.
  - 4) Settling. Fill a centrifuge tube with paint and revolve for two hours at 1112 Newtons (250 ft/lbs). Separation from top of vehicle to top of pigment not to exceed 13 mm (1/2- inch).
  - 5) Skinning. Fill  $\frac{1}{2}$  pint (0.236 L) container half full of paint and seal. Let stand for 24 hours. No skinning to be visible.
  - 6) Bleeding. When tested under ASTM D-969, paint to not show perceptible bleeding when painted on a bituminous surface.
  - 7) Freeze-thaw stability. When tested under ASTM D-2243, paint to not show coagulation or viscosity change exceeding 10 Krebs units.
  - 8) Static heat stability. Pour paint into a pint (473 mL) within 0.25 inches (6.4 mm) of the top, put the lid on and seal with tape, and place the container in an oven heated to  $60^{\circ}\text{C} \pm 1^{\circ}\text{C}$  ( $140^{\circ}\text{F} \pm 2^{\circ}\text{F}$ ) for seven days. Equilibrate the paint at standard conditions and thoroughly mix by stirring for at least five minutes. Ensure the paint does not show signs of livering, hard settling, coagulation, lumps or coarse particles. Perform a consistency test meeting ASTM D-562 at  $25^{\circ}\text{C}$  ( $77^{\circ}\text{F}$ ). Paint viscosity to not vary 10 K.U. from the original viscosity measured at  $25^{\circ}\text{C}$  ( $77^{\circ}\text{F}$ ).
- c. Packaging and Marking. Meet subsection 714.04.9 requirements.
  - d. Sampling and Acceptance. Draw three samples meeting subsection 714.04.8 requirements.
  - e. Retro-reflective Glass Beads. Use silene-coated moisture resistant glass beads meeting subsection 714.05 requirements.
  - f. Application. Follow the manufacturer's requirements for pavement cleaning and traffic paint application or as follows, whichever is more restrictive.
    - 1) Apply to a dry surface.
    - 2) Clean the pavement of all loose rock, dirt, and debris immediately before applying the traffic paint.
    - 3) Do not heat the traffic paint to exceed  $110^{\circ}\text{F}$  ( $43.3^{\circ}\text{C}$ ) before and during application.

- 4) Apply the traffic paint when the ambient temperature is 50°F (10°C) and rising. Stop application when the temperature is 50°F (10°C) and dropping and when rain or other weather adverse to the traffic paint during its drying time is imminent.
- 5) Apply traffic paint at 15 mils (0.38 mm) wet thickness in a single application meeting subsection 620.03.3(A).
- 6) Remove and replace all defective pavement marking damaged by weather at Contractor expense.
- 7) Re-paint, at Contractor expense, all striping represented by paint samples where any specified property is outside 20 percent of the specified value.

g. Reflective Glass Beads

- 1) Glass beads for use in reflectorizing traffic paint markings on pavement by the drop-on method must be spherical and transparent with smooth, lustrous surfaces. The beads, as delivered, must be spherical and transparent with smooth, lustrous surfaces. The beads, as delivered, must be free from extraneous material and clumps of beads that cannot be broken up easily when applying to the stripe.
- 2) Imperfections – The glass beads cannot include more than 25 percent irregularly shaped particles when tested under ASTM D1155. Assure the beads are free of scratches, pits, milkiness, dark particles, and excessive air bubbles.
- 3) Color – The glass beads must be colorless to the extent that they do not impart a noticeable daytime hue to white pavement markings.
- 4) Chemical Stability – The beads must withstand refluxing in distilled water in a Soxhlet extractor for 90 hours without noticeable dulling of surface luster and not more than 2.5 percent loss in weight.
- 5) Index of refraction – The glass from which the beads are made must have an index of refraction of at least 1.50 by the immersion method using tungsten light.
- 6) Gradation – Assure the glass beads meet the following gradation requirements when tested under the Standard Method of Test for Sieve Analysis of Glass Spheres, ASTM D1214.

<u>Sieve No.</u>	<u>Total Percent Passing</u>
20	100%
30	75-95%
50	15-35%
100	0-5%

- 7) Packaging and Marking – Furnish glass beads in bags containing 50 lb. (26 kg) net. Assure the shipping bags are moisture proof, paper-lined burlap bags meeting specification ICC-36-C under Interstate Commerce Commission Regulation Section 78-234. Mark each bag with the name of contents, manufacturer of beads, and net weight.
- 8) Certification – Submit certification from a testing laboratory approved by the Engineer certifying the beads meet these expectations.

### **PART 3 - EXECUTION**

#### **3.1 APPLICATION OF PLASTIC PAVEMENT MARKING MATERIAL.**

- A. Apply plastic pavement marking materials only to clean, dry surfaces free of paint, dirt, and foreign matter. On newly constructed surfaces to which a sealer has been applied, clean the surface receiving the plastic pavement marking to neutralize any acid and remove the sealer.
- B. Apply following the manufacturer's recommended procedures. Apply plastic pavement marking materials only to surfaces at temperatures within the range specified by the manufacturer for optimum adhesion.
- C. When activators are required for the adhesive or when various special coatings are required for different pavement surfaces, supply such information to the Engineer, indicating special application procedures.
- D. Assure the width and layout of stripes or the area of application of plastic pavement markings and legends meet the dimensions shown in the contract documents or standard drawings.
- E. Before applying the plastic striping material, the Engineer will establish control points on the roadway for striping alignment. The Engineer will establish control points every 100 feet (30 meters) on tangent, at least every 100 feet (30 meters) on curves of 2 degrees or less, and at 50-foot (15 meters) intervals for curves over 2 degrees. The Engineer will also designate other pavement striping locations such as stop bars, crosswalks, and the like. Maintain all lines within 2" (50 mm) of established lines.
- F. Place asphaltic surfacing on the roadway just before final compaction and roll into the new surface during final completion. Assure pavement markings or legends are flush with the finished surface.

#### **3.2 PAINTING TRAFFIC LINES**

- A. Clean the surface to be painted for dirt, rocks, gravel and any other foreign matter. Apply the paint by hand or mechanical means consistent with the scope of the job. Assure the width and layout of stripes or the area to be painted meets the plans or standard drawings.

- B. Paint the top and traffic side of curbs at those locations where parking is to be restricted, as shown in the contract documents or in the pavement marking manual. Paint the top and traffic sides of all island curbs, median curb, and other specified curb. Paint by uniformly applying one (1) coat of yellow traffic line paint meeting the requirements of Section 02581.2.2.A.1 as applicable. Paint the curb after it has cured at least 30 days after being cast. Apply the paint at a rate that the curb surface is completely covered and hidden. Assure surfaces to be painted are clean and free of all foreign matter before painting.
- C. Before applying paint, mark the roadway between control points established by the Engineer. The Engineer will establish such control points on tangent every 100 feet (30 meters) and on curves at least every 100 feet (30 meters) for under 2- degree curves and at 50-foot (15 meters) intervals on curves over 2-degree curvature. Maintain the line within 2" (50 mm) of the established lines. The Engineer will also designate other pavement striping locations such as stop bars, crosswalks, and the like.
- D. Apply highway traffic striping during daylight hours when the air and pavement temperatures are 40° F (4° C) or higher, the pavement surface is dry and the weather is not foggy, rainy, or stormy.
- E. Apply paint and glass beads with equipment manufactured specifically for that purpose and using workmen experienced in operating such equipment. Locate the bead applicator directly behind and synchronized with the paint applicator. Assure both devices are shielded to avoid spraying of paint or loss of beads outside of the designated width of line. Assure the equipment is also capable of painting a stripe or stripes of the specified width with a tolerance of plus or minus ¼ inch (6.25 mm). In "no passing zones", the machine must be able to paint three (3) stripes simultaneously. For centerline painting, assure the machine is equipped with an automatic skip control giving the specified broken-line pattern within a tolerance of 6 inches (150 mm) over each cycle.
- F. Use hand-operated equipment to stripe stop bars, crosswalks, and other areas not readily accessible to the pavement striping machine.
- G. Apply the pavement striping paint at the following rates per gallon (liter):
  - 1. Four-inch stripe (100 mm) – at least 250 but not more than 275 linear feet (meters) per gallon (liter).
  - 2. Four-inch (100 mm) dashed stripe (9 foot [2.8 meter] stripe-15 foot [4.6 meter] gap) – at least 665 but not more than 735 linear feet (meters) per gallon (liter).
  - 3. Four-inch (100 mm) dashed stripe (10 foot [3 meter] – 30 foot [9 meter] gap) at least 1000 but not more than 1100 linear feet (meters) per gallon (liter).
- H. Apply beads at the rate of 6 pounds (kg) per gallon (liter) of paint, plus or minus 0.1 pound.
- I. For quality control, the Engineer will check the application at the beginning of each day's paint striping and as often as considered necessary. If equipment settings fail to produce quality striping within the limits specified, stop striping work until corrected.
- J. Protect all markings until dry by placing approved guarding or warning devices as necessary. Correct all markings smeared or otherwise damaged at no expense to the owner.

- K. Sufficient quantities of paint have been included in the contract to provide for an interim application and a final application of traffic line paint. The need for applying an interim application will be determined by the Engineer.
- L. When plastic pavement markings are specified, use paint for the interim markings of the specified color and apply as specified in the contract documents. The final application must be plastic.
- M. Apply two (2) full applications of the specified centerline and shoulder line striping on open graded friction course and seal coat pavement surfaces meeting the following table. Apply the second application a minimum of 30 days after the first application.

**PAVEMENT STRIPING – OGFC AND SEAL COATED SURFACES**

Pavement Surface Type	Number of Applications*	Striping Application – Direction of Travel	
		First Application	Second Application
2 lane	2	Not specified	Apply in opposite direction of first application
OGFC and Seal Coated Surfaces	2-way	Apply in same direction as traffic flow	Apply in same directions as traffic flow
	4-way		

\*All transverse lines must receive two (2) applications applied in opposite directions.

**3.3 REMOVAL OF PAVEMENT MARKINGS**

- A. As shown in the contract documents or directed by the Engineer, remove temporary pavement markings or markings that are no longer appropriate to the roadway.
- B. Approved methods of removing markings include sand blasting with air or water; high pressure water; steam or superheated water; mechanical grinders, sanders, scrapers, brushes, burning, and the like.
- C. Choose, subject to Engineer approval, the removal method best suited to the existing condition of the paint and pavement surface.
- D. No other methods of removal other than those specified here will be allowed. The contractor may make written request to the Engineer for approval to use other methods, materials, or equipment. The Engineer may subsequently disapprove any prior approved method should it prove detrimental to the pavement surface or inadequate in removing the markings.
- E. Remove sand or other material deposited on the pavement resulting from removing traffic markings as the work progresses. If the striping removal results in light or discolored lines on the roadway, cover the areas with a thin asphalt fog coat. Repair all damage to the pavement or surfacing caused by pavement marking removal at no cost to the owner.

**END OF SECTION**



- C. Furnish the Engineer all instructions from the thermoplastic manufacturer for preparation of the surface and application of material proposed for use before application. Instructions must include, as a minimum, types of equipment, approved work methods and procedures, material application temperatures, ambient temperature and weather limitations, precautions, and all other requirements necessary for successful installation and satisfactory performance. Do not place material for which manufacturer's installation instructions are not complete or are not available.

## **PART 2 - PRODUCT**

### **2.1 GENERAL**

- A. Furnish white and yellow thermoplastic striping material meeting the requirements of AASHTO M249 except as modified and supplemented herein.
- B. Color
  - 1. Assure the color yellow marking is reasonably close to color chip 33538 of Federal Standard No. 595A, Table 5. Quantity and type of yellow pigment is at the option of the manufacturer, providing all other requirements of this specification and AASHTO M249 are met.
  - 2. Use yellow pigment which is heat-resistant and capable of maintaining the specified color characteristics after being heated to manufacturer's recommended application temperature.
  - 3. Assure the color of white marking material is reasonably close to color chip 37875 of Federal Standard No. 595A, Table 9. White material cannot have any tint or coloration after weathering.
- C. Glass Beads
  - 1. Use striping material containing at least 24% by weight glass beads meeting requirements of Section 02582.2.2.A. Submit certification from the manufacturer stating this requirement is met for each batch of material used on the project.
- D. Spraying Consistency
  - 1. If the material specified on the plans is to be hot applied by spraying methods, assure the consistency of the thermoplastic material allows for excellent spraying characteristics while meeting the specified reflectivity, durability, color, chemical composition and properties, line and edge quality, tolerance, thickness, and bonding requirements as specified by the manufacturer.

### **2.2 HYDROCARBON BASED**

- A. Furnish hydrocarbon based thermoplastic striping material meeting the requirements of AASHTO M249 except as modified and supplemented herein.

B. Specific Gravity

1. Specific gravity cannot exceed 2.15. Actual specific gravity of material, as determined by test on samples, cannot vary from manufacturer's product specification by more than 0.5.

C. Composition

1. AASHTMO M249, Table 1, composition is replaced with the following:

Component	White	Yellow
Binder, Hydrocarbon Base	16.0% min.	16.0% min.
Glass Beads	24% min.	24% min.
Titanium Dioxide	a) Anatase 5.0% min.	b) Rutile 5.0% min.
Calcium Carbonate & Inert Fillers	42% max.	See note.
Yellow Pigments		See note.

- a. Note: Quantity of yellow pigments and calcium carbonate and inert fillers is at the option of the manufacturer, providing all other requirements of this specification are met. Yellow pigment must be heat resistant and color stable at recommended application temperature.
- b. Have the manufacturer furnish certification to the Owner that the titanium dioxide contains a minimum of 5.0% each of anatase and rutile for all batches of material used on the project.

D. Physical Characteristics

1. The following modifications are made to Section 4.3 of AASHTO M249:
  - a. 4.3.1 Change "2180+2C (4250+3F)" to "manufacturer's recommended application temperature".
  - b. 4.3.2 Change "2110+7C(412.50+12.5F)" to "manufacturer's recommended application temperature".
  - c. 4.3.3 Change "218C (425F)" to "manufacturer's recommended application temperature".
  - d. 4.3.4 Change "2180+2C(4250+3F)" to "manufacturer's recommended application temperature". Change "- 9.40+13C(1543F)" to "-20C(-40F)". Add to last sentence: "after being exposed to ambient room temperature of 20-23C (690-740F) after cooling".
  - e. 4.3.5. Change "2180+2C(4250+3F)" to "manufacturer's recommended application temperature".
  - f. 4.3.6 Softening point – After heating the thermoplastic material for four hours 0+5 min. at 2180+2C(4250+3F) and testing in accordance with ASTM D36, the materials shall have a softening point of 102.50+9.5C(2150+15F).



- g. 4.3.7 Change “2180+2C(4250+3F)” to “manufacturer’s recommended application temperature”.
- h. 4.3-9 Rescind this article.
- i. Change “21147C(412-5412.5F)” to “manufacturer’s recommended application temperature”.
- j. Change “21147C(412.50+12.5F)” to “manufacturer’s recommended application temperature” in subsection 6.1.

### **PART 3 - EXECUTION**

#### **3.1 GENERAL**

- A. Applicable requirements of Section 02581.3.2 “PAVEMENT MARKINGS AND MARKERS” apply to installation of thermoplastic striping material.
- B. Perform surface preparation and material application following the manufacturer’s detailed instructions. Furnish the Engineer a copy of the manufacturer’s detailed instructions before starting work.
- C. When thermoplastic markings are to be applied to existing asphalt pavement, which is open to use by traffic, place a primer or tack coat before applying thermoplastic material. Use a thin asphaltic tack completely over the surfaces of depressions or finished pavement surfaces the thermoplastic pavement markings are to be applied.

#### **3.2 SURFACE AND TEMPERATURE REQUIREMENTS**

- A. Apply thermoplastic material only during optimal weather conditions, as recommended by the manufacturer.
- B. The following requirements for air temperature and surface conditions apply unless otherwise recommended by the manufacturer.
- C. Minimum allowable ambient air temperature required for application is 60°F (15°C). Assure the pavement surface is dry (exhibiting absolutely no dampness by the inspector’s sight/touch inspection) during application.

#### **3.3 TEMPERATURE MONITORING**

- A. Assure all equipment used to melt or apply thermoplastic material has permanently attached thermometers providing a true temperature of thermoplastic contained therein. Assure monitoring devices are easily accessible and readable using a dial or other indication of the material temperature on a continuous basis.
- B. When using heating equipment to pre-melt or apply thermoplastic of the oil bath heating type, provide indirect heat application to thermoplastic material that reduces risk of overheating and provides a more consistent application temperature. Assure a rotating agitator is an integral feature of pre-melt kettles to provide stirring of thermoplastic material.

**3.4 APPLICATION**

A. Use the method of application for thermoplastic striping material whether sprayed, top applied extruded, or inlaid extruded as recommended by the manufacturer. Finish lines, words, and symbols to meet the requirements specified herein for width, length, thickness, and edge quality.

1. Extruded (Inlaid)

a. Install thermoplastic striping material specified to be extruded and inlaid into pavement surface by sawing or grinding grooves into the finished pavement surface to dimensions and shapes specified. Assure the edges of thermoplastic markings are straight, uniform, and free of gaps between asphalt and thermoplastic that could allow water to enter beneath markings. To facilitate edge sealing, depressions for lines may be of a slightly reduced width. Assure finished extruded lines are wider than grooved widths by a ¼ inch (6.25 mm) minimum at each edge within ranges shown by the following table.

ALLOWABLE MARKING/GROOVE TOLERANCE RANGE		
Specified Width	Groove Width	Line Width
4" (100 mm)	3-3/4" – 4" (93.75mm-100mm)	4" – 4-1/2" (100mm-112.5mm)
8" (200 mm)	7-1/2" – 4" (190mm-200mm)	8" – 8-1/2" (200mm-212.5mm)
24" (600mm)	23-1/2" – 24" (590mm-600mm)	24" – 25-1/2" (600mm-638mm)

b. Groove widths as close to the plan specified widths as extrusion shoes or other devices used will produce within ranges indicated. Groove line lengths as specified in the plans and standards. Assure grooved configurations for words and symbols match those shown in FHWA’s “Standard Alphabets” manual within a tolerance of ¼" (6.25 mm) per 4 inches (100 mm) of width required at any point of the configuration but larger than depressions (using this same tolerance range for application of thermoplastic) to obtain the required edge sealing. Cover and seal all grooved edges with the thermoplastic. Sweep and blow out with compressed air all depressions or wash them clean and free of dirt, rocks, gravel, and all other foreign matter before placing the thermoplastic material. Fill grooves with thermoplastic within 24 hours after being cut into the pavement. Keep traffic off the grooves and re-clean grooves before applying the thermoplastic.

c. Groove the pavement surface and apply the thermoplastic in accordance with the manufacturer’s detailed instructions.

B. Spraying

1. Spray the thermoplastic material specified in accordance with the manufacturer’s detailed instructions.

- C. Glass Bead Application
  - 1. Immediately after application of thermoplastic material, apply an additional quantity of glass beads by drop-on methods at 6 lbs. (2.7ko) minimum per 100 sq. ft. (30 sq. mtrs.) of thermoplastic material applied.
  - 2. Increase the bead application rate as directed by the Engineer.
- D. Protection of Markings
  - 1. Protect newly applied pavement markings from tracking during the setting period specified in Article 4.3.2 of AASHTO M249 using traffic control devices.

### **3.5 DIMENSIONAL TOLERANCES**

- A. Finish the markings to have a uniform cross section of the thickness specified. Thickness specified in the contract documents is minimum hardened thickness. Assure lines have a sharp cutoff on both sides at each end and at all edges for words and symbols. Assure lateral widths to be used for lines are within the ranges shown by the Allowable Marking/Groove Tolerance Range table in Section 02582 of these specifications. Once actual widths to be used are selected, assure they are consistent and uniform throughout the project for each width used. Lateral tolerance cannot be greater than ¼ inch (6.25 mm) of actual widths selected for use by the Contractor and approved by the Engineer. Assure specified broken line patterns have a linear tolerance of 6 inches (150 mm) over each cycle.

### **3.6 PLASTIC PAVEMENT MARKING JOINTS**

- A. Apply hot extruded thermoplastic to provide the minimum number of joints possible.
- B. Transverse markings can have a minimum of one joint per line.
- C. Apply words and symbols without joints within each symbol or letter of the word except those letters made with one or more straight lines (A,L,N,T etc.) and combination arrows (through and right or through and left, etc.). Those letters may be applied with one pass per leg. Combination arrows may be applied with one pass for each arrowhead of the marking.
- D. Place longitudinal lines of 4-inch (100 mm) and 8-inch (200 mm) width (generally those approximately parallel to the road centerline) in one pass without longitudinal or cross-joints. Cross joints are acceptable only if lines exceed 100 feet (30 meters) in length, or for shorter lines which require a change of direction necessitating an adjustment for the path of application equipment.
- E. Extrude all lines of 24-inch (600 mm) width with one pass of application equipment, without longitudinal joints, and with a maximum of one transverse joint unless directed otherwise by the Engineer.
- F. If joints are necessary, make them have a neat professional appearance without gaps or unevenness and completely seal the joints from moisture penetration.

### **3.7 PATCHING**

- A. Areas of markings requiring repair or patching may have thermoplastic from that same batch used for original application applied either mechanically or by hand and beads reapplied. Assure the finished appearance matches the original extrusions and is within the shape of markings specified.

### **3.8 CLEANING AND TRIMMING OF MARKINGS**

- A. Irregularities of markings may be removed by methods that do not chip, crack, or otherwise damage the marking itself or cause de-lamination of the thermoplastic. Use the methods recommended by the manufacturer without damaging the asphalt or thermoplastic.

**END OF SECTION**

## SECTION 02660

### WATER DISTRIBUTION

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Furnish all water main pipe and fittings meeting the Contract documents or specified as follows.
- B. Furnish and install valves and fire hydrants for water mains, together with related appurtenances.
- C. Construct water services, including water service piping, tapping mains, corporation stops, curb stops and related items.

##### 1.2 CERTIFICATION BY MANUFACTURER

- A. Furnish a manufacturer's certification covering all pipe and fittings furnished, certifying that the pipe and fittings meet applicable specifications.

##### 1.3 REFERENCES

ANSI B16.1	Tapping Sleeves
ASTM B88-62	Copper Pipe
ASTM PE3406-3408	Polyethylene Pressure Pipe
AWWA B300	Hypochlorite for Disinfecting
AWWA B301	Liquid Chlorine for Disinfecting
AWWA C104	Ductile Iron Cement-Mortar Lining
AWWA C110	Ductile Iron Fittings
AWWA C111	Ductile Iron Joints
AWWA C151	Ductile Iron Pipe
AWWA C153	Ductile Iron Compact Fittings
AWWA C301	Concrete Cylinder Pipe
AWWA C500	Gate Valves
AWWA C502	Fire Hydrants
AWWA C504	Butterfly Valves
AWWA C509	Gate Valves
AWWA C651	Disinfecting Water Mains
AWWA C900	PVC Water Main Pipe

ASTM F477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
AWWA C116	Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Services
AWWA C600	Installation of Ductile-Iron Water Main and Their Appurtenances
ISO 8179	Ductile Iron Pipes – External Zinc-based Coating

#### **1.4 STANDARD DRAWINGS**

- A. Standard Drawings in Appendix A applicable to this section are as follows:
  1. Standard Drawing No. 02660-1, Thrust Blocking for Water Main Fittings
  2. Standard Drawing No. 02660-3, Thrust Blocking for Water Main Valves
  3. Standard Drawing No. 02660-5, Hydrant Location
  4. Standard Drawing No. 02660-7, Blowoff Valve
  5. Modified Standard Drawing 02660-2, Water and Sewer Main Separation
  6. Modified Standard Drawing 02660-4, Fire Hydrant Setting
  7. Modified Standard Drawing 02660-6, Water Service Line

### **PART 2 - PRODUCTS**

#### **2.1 GENERAL**

- A. Furnish water main pipe and fittings as specified in the Contract Documents and meeting the material and testing requirements of this section. Furnish fittings and service line piping of the same material and design as the water main pipe unless specified otherwise. Pipe strength classifications are shown on plan drawings and/or are listed in the Contract Documents.
- B. References made to ASTM, ANSI, AWWA, USASI or AASHTO designations are the latest revision at the time of call for bids.
- C. Assure all water main pipe, service line pipe, fittings, and appurtenances do not contain more than a weighted average of 0.25 percent lead when used with respect to the wetted surfaces.
- D. Assure all water main pipe, fittings, valves, fire hydrants, and appurtenances conform to the latest standards issued by the AWWA and ANSI/NSF, where such standards exist.

#### **2.2 PIPE MATERIALS**

- A. General
  1. Furnish the pipe specified in the contract documents meeting the materials and testing requirements as outlined in this section.

2. Assure all pipe is clearly marked showing type, class and/or thickness. Lettering must be legible and permanent under normal handling and storage conditions.

B. Ductile Iron Pipe

1. Furnish meeting AWWA C151, American National Standard for Ductile Iron Pipe for Water.
  - a. 3 inches to 12 inches Pressure Class 350
  - b. 14 inches to 20 inches Pressure Class 250
  - c. 24 inches Pressure Class 200
  - d. 30 inches to 64 inches Pressure Class 150
2. Assure the pipe interior is cement mortar lined meeting AWWA C104 requirements. Assure the outside pipe surface for underground service is bituminous coal tar base coated 1 mil thick.
3. Fittings
  - a. Furnish fittings meeting one of the following;
    - 1) Class 250 fittings meeting AWWA C110, latest edition, Gray-Iron and Ductile Iron Fittings For Water And Other Liquids
    - 2) Compact fittings meeting AWWA C153.
4. Joints
  - a. Assure joints are mechanical or push-on joints meeting AWWA C111. Assure the fitting interior is cement mortar lined meeting AWWA C104. Assure the fitting exterior is bituminous tar coated 1 mil thick. Use compact fittings having a rated working pressure of 350 psi (2410 kPa) following manufacturer recommended laying lengths.
  - b. Restrained joint systems and mechanical restrained joint fittings shall be installed where specifically indicated in the drawings. Restrained joints may also be allowed in applications not specifically identified in the drawings in lieu of concrete thrust blocks with Engineer approval.
    - 1) Restrained joints shall be Flex-Ring or Lok-Ring as manufactured by AMERICAN Ductile Iron Pipe, TR Flex as manufactured by U.S. Pipe, or approved equal.
    - 2) Restrained joints may also be internally restrained joint systems utilizing restraining gaskets as manufactured by US Pipe (Field Lok 350 Gaskets), American Pipe (Fast-Grip Gaskets), or an approved equivalent.

- 3) Provide mechanical restrained joint fitting constructed of ductile iron and conforming to the material and performance requirements of AWWA C153. Assure all mechanical restrained joint fittings have seals conforming to ASTM F477 and the physical testing requirements of AWWA C111. Provide mechanical restrained joint fittings coated with fusion bonded epoxy coatings meeting the requirements of AWWA C116. Install all restrained joints in full conformance with manufacturer's recommendation, and assure the assembly of fitting joints does require beveling of the plain end of a cut pipe or the use of jacks or power equipment to force the pipe end past the gasket. Furnish mechanically restrained joint fittings as manufactured by One Bolt, Inc. (OneBolt), EBAA Iron, Inc. (Mega-Lug mechanical joint restraint), or an approved equivalent.

5. Couplings

- a. Use pipe couplings meeting one of the following:
  - 1) Cast type with cast iron or ductile iron sleeves and malleable or ductile iron flanges.
  - 2) Gray iron or ductile iron, mechanical joint solid sleeves, with a minimum 12 inch length (30 cm).
  - 3) Limit use of the first type to a maximum 16 inch (40 cm) diameter. Use the manufacturer's standard gasket for use in potable water systems. Use stainless steel bolts and nuts. Coating to be "manufacturer's standard".
- b. Field verify material type and size to ensure that couplings will be sized for appropriate material and size.
- c. Furnish type (1) above coupling as manufactured by Romac Industries, Dresser Piping Specialties, or an approved equivalent.

C. Polyvinyl Chloride (PVC) Pressure Pipe

1. Furnish PVC water main pipe meeting AWWA C900 requirements, made to ductile iron O.D.'s for "Push-On" joints. Assure pipe joints are bell and spigot having an elastomeric gasket. Use DR 25 Class 165 pipe.

D. Water Service Pipe

1. Use copper or polyethylene pipe in water service line construction as specified in the contract documents and meeting the following specifications.
  - a. Furnish service pipe of the size or sizes specified. If not specified, match the size of existing service lines being connected to or replaced. Service lines are considered 2-inch (50 mm) size and under. Service lines over 2 inch (50 mm) size are considered as water mains and are specified under the applicable sections.
  - b. Furnish and install the service pipe from the main to the property line installing a curb stop and curb box at the property line. Meet the water service installation requirements of Standard Drawing 02660-6.



- c. Copper Service Pipe
  - 1) Use copper, type K, meeting Federal Specification WW-T- 799 or ASTM B88-62.
  - 2) Assure all new copper service pipes are continuous and free of joints from the corporation stop to the curb box unless otherwise approved by Engineer.
  - 3) For all copper service pipe, assure corporation stops, curb stops, couplings, and all other fittings have compression connection as manufactured by Mueller (110 Compression Connection Series), Ford (Quick Joint Connection Series), A.Y. McDonald (McQuick Compression-Q Series), or an approved equivalent.
- d. Polyethylene Service Pipe
  - 1) Use pipe meeting AWWA Specification C901, "Polyethylene (PE) Pressure Pipe, Tubing and Fittings, 1/2 inch through 3 inch for Water" and ASTM PE3406-3408. PE pipe to be pressure tubing meeting Table 6 requirements of said specification. Use class 200 with a DR of 7 Polyethylene pipe.
  - 2) For all polyethylene service pipe, assure corporation stops, curb stops, couplings, and all other fittings have pressure connections designed specifically for polyethylene pipe as manufactured by Mueller (Insta-Tite Connection Series) or an approved equivalent.

### 2.3 TAPPING SLEEVES AND VALVES

- A. Use tapping sleeves meeting either:
  - 1. Gray iron or ductile iron, split-sleeve, mechanical joint type with end and side gaskets,
  - 2. Split-body type with circular gasket forming a seal around the circumference of the outlet.
  - 3. Assure both types have a class 125, ANSI B16.1 outlet flange, are rated for a minimum 150 psi (1030 kPa) working pressure and contain a threaded test plug on the neck or body of the tapping sleeve. Assure gaskets are manufacturer's standard for use in potable water systems. Use stainless steel bolts and nuts. Assure mechanical joint type is fusion- bonded, 12-mil thickness, and epoxy coated. Limit the use of mechanical joint type to metal pipe. Assure tapping valves meet the applicable requirements for gate valves, as outlined in this section, with flanged inlets compatible with the flange of the tapping sleeve and mechanical joint outlet.
- B. Furnish sleeve (1) above as manufactured by Mueller, Rockwell, Dresser, or an approved equivalent. Provide thrust blocking behind tee flow-through sized per thrust block detail in the drawings. Furnish type (2) above as manufactured by Smith-Blair (Model 622), Ford (FTS), or an approved equivalent.

## **2.4 CORPORATION STOPS**

- A. Furnish brass corporation stops with inlet end to meet tapping requirements and outlet with compression coupling for copper tubing or pressure coupling for polyethylene tubing.

## **2.5 SERVICE CLAMPS**

- A. Provide service clamps, where required, that are flat, double strap, ductile iron bodied and that have a nylon coating and standard AWWA corporation stop threads. Assure service clamps meet all applicable parts of AWWA C800.
- B. Assure service clamps for PVC pipe provide full support around the pipe circumference with a bearing area of sufficient width along the pipe axis, 2 inch (50 mm) minimum, to insure the pipe will not be distorted when the saddle is tightened. Service clamps for PVC pipe, where required, shall be stainless steel full circumference bands with corporation stop threads.

## **2.6 CURB STOPS**

- A. Furnish curb stops meeting AWWA C800 with bronze plug, tee head key with Minneapolis pattern, and screw box mount. Assure inlet and outlet connections are compression connections.
- B. Furnish compression connections as manufactured by Ford (C22-Q Series 'Quick Joint' connection), Mueller (B-25155), or an approved equivalent.
- C. Contractor is advised that existing service lines may be copper piping, galvanized iron piping, or other pipe material, and that the existing pipe material will have to be field verified. Where the outlet of the curb stop is connected to existing galvanized piping, provide either curb stops with an outlet connection for IPS or adapters to compression connections for the galvanized pipe. Have extra materials readily available to avoid delays as no time extensions or extra compensation will be allowed for connections to non-standard service lines, regardless of material.

## **2.7 CURB BOXES**

- A. Provide extension type curb boxes having at least a 6.5 foot (1.98 m) extended length and a range between the extended length and retracted length that allows for the curb box to be installed absolutely flush with the sidewalk or finished grade.
- B. Furnish curb boxes as manufactured by Ford (EM2-xx-56 or EM2-xx-57 Series), Mueller (H-10300 Series or H-10380 Series), A.Y. McDonald (5614 or 5615), or an approved equivalent.

## 2.8 VALVES

### A. Gate Valves

1. Unless designated otherwise, valves 12 inches (30 cm) in diameter or smaller will be gate valves. Furnish iron body gate valves or resilient seat gate valves with non-rising stems with design, construction, and pressure rating meeting AWWA C509 and the following requirements.
2. Assure stem seals are double "O" ring seals capable of replacing the seal above the stem collar with the valve under pressure in full open position.
3. Furnish gate valves for underground installation equipped with a 2-inch (31 mm) square operating nut for key operation. All valves to open counterclockwise. Valves to be equipped with push-on joints or mechanical joints for pipe connections.
4. Furnish resilient seat gate valves as manufactured by Mueller, Clow, American Darling, or an approved equivalent.

### B. Butterfly Valves

1. Unless designated otherwise, all valves larger than a 12-inch (30 cm) diameter will be butterfly valves. Furnish Class 150, rubber seated, butterfly valves for water distribution systems meeting AWWA C504 requirements. Valves are to be equipped with push-on ends and lubricated screw type operators designed for underground service.
2. Rubber valve seats to be replaceable without disassembling the valve and not interrupted by the shafting. Rubber seats may be retained on the disc edge by stainless steel clamping instead of bonding to the valve body. Assure shaft packing is the self-adjusting, permanent type.
3. Assure underground service operators are permanently lubricated, screw type, totally enclosed and watertight constructed. Assure overload protection is incorporated in the operator allowing 450-foot pounds (610 J) input torque at full-open and full-closed positions without damaging the operator or valve. Install valves with the operating mechanism oriented on either the south or west side of the pipeline.
4. Provide a 2 inch (50 mm) square operating nut and valve box for operating the valve. Valves to open counter clockwise. Furnish bonnet and gland bolts and nuts either fabricated from low-alloy steel for corrosion resistance or electroplated with zinc or cadmium. The hot-dip process in accordance with ASTM A153 is not acceptable.
5. Evenly coat all exterior ferrous surfaces, except the flange faces, with black asphalt varnish in accordance with Section 5.3 of AWWA C509, or epoxy in accordance with AWWA C550. Evenly coat with epoxy all wetted ferrous surfaces in accordance with AWWA C550. Apply epoxy coating to a minimum uniform 4 mil thickness.

6. Furnish performance certification, leakage and hydrostatic tests as specified in AWWA C504. Assure valve manufacturer has at least 5 years experience manufacturing waterworks and distribution valves.
7. Furnish butterfly valves as manufactured by Dresser Industries (450 Valve), Allis-Chalmer (Streamseal), Henry Pratt (Groundhog), or an approved equivalent.

## **2.9 VALVE BOXES**

- A. Furnish cast iron valve boxes, 5 1/4-inch (13 cm) diameter, adjustable valve boxes with the required base for the valve size used. Assure valve boxes are screw type and of the specified length for the pipe bury. Assure the valve box cast iron cover has an arrow indicating the opening direction and stamped with the word "Water".

## **2.10 FIRE HYDRANTS**

- A. Furnish fire hydrants meeting AWWA C502; "Standard Specifications for Fire Hydrants for Ordinary Water Works Service", and the Contract requirements.
- B. Furnish hydrants with 5.25-inch (13 cm) valve openings, 6-inch (15 cm) mechanical joint, flanged or push-on inlet, one pumper connection and two, 2.5-inch (63 cm) hose connections. Assure hose nozzle threads meet ASA Specification B26 for National Standard Fire Hose Coupling Screw Threads, 7.5 threads per inch. Assure pumper nozzle size and threads match owners existing pattern. Furnish National Standard operating nut. Furnish hydrants opening counter clockwise and having an arrow on the hydrant top designating the opening direction.
- C. Furnish "Compression" type hydrants with safety flange and safety stem coupling above the ground line permitting repair without shutting off the water. Assure hydrants are of the dry top design with two or more "O" rings sealing the water from the operating mechanism. Assure the operating mechanism is automatically lubricated from a sealed, self-contained lubricating reservoir.
- D. Paint the hydrant portion above the ground line meeting the owner's standards. Furnish hydrants for 6.5 foot (2 meters) bury.

## **2.11 SPECIAL FITTINGS**

- A. Furnish special fittings meeting the Contract Documents. The Engineer will specify gasket materials for contaminated soil or special groundwater situations.

## **2.12 POLYETHYLENE ENCASEMENT**

- A. Furnish polyethylene encasement or V-Bio® enhanced polyethylene encasement in accordance with AWWA C105, "Polyethylene Encasement for Ductile Iron Pipe Systems".
- B. Optional for corrosion protection in corrosive soils - Polyethylene encasement for use with ductile iron pipe shall be V-Bio® enhanced polyethylene encasement as manufactured by Balcan Plastics Limited/First Film Extruding or Crayex Corporation.

### **2.13 WATER MAIN INSULATION**

- A. Furnish extruded polystyrene rigid foam insulation conforming to ASTM C578, Type IV, with a minimum thermal resistance (R value) of 5.0 per 1 inch of thickness at 75° Fahrenheit mean temperature. Water absorption for the insulation shall not exceed 0.10 by volume as measured by ASTM C272.
- B. Materials shall be delivered in their original unopened units, stored off the ground, protected from direct sunlight with a light-colored opaque polyethylene film and ventilated to prevent excessive temperature. Damaged or deteriorated materials shall be removed from the premises.
- C. Furnish extruded polystyrene rigid foam insulation as manufactured by Owens-Corning (Foamular 250), or an approved equivalent.

### **2.14 FLUSHING HYDRANTS**

- A. Furnish hidden type flushing hydrants with a dry barrel design and a 2.5 inch (63 cm) hose connection with National Standard hose threads for 6.5-foot (2 m) minimum bury.
- B. Furnish flushing hydrants complete with shut-off valves with a closed-bottom body, tee head key, and an integral drain to allow hydrant post to drain after use to prevent freeze damage.
- C. Furnish a meter box with a minimum width of 18 inches (50 cm) and a minimum depth of 24 inches (60 cm) and a locking lid to house the hydrant outlet.
- D. Paint any portions of the flushing hydrant above the ground line to meet the Owner's standard.
- E. Furnish flushing hydrants as manufactured by The Kupferle Foundry Company (MainGuard No. 78, Underground Model) or an approved equivalent.

### **2.15 YARD HYDRANTS**

- A. Provide frost-proof sanitary yard hydrants designed for a minimum operating pressure of 100 pounds per square inch (689 kPA) and a minimum bury depth of 6.5 feet (2 m) meeting the standard of ASSE Standard 1057.
- B. Furnish sanitary yard hydrants complete with backflow protection compliant with Montana standards, brass hydrant ells and tees, locking flange for padlock, and integral drain that allows hydrant barrel to drain after use to prevent freeze damage.
- C. Provide a set of spare parts per each two sanitary yard hydrants installed, manufactured by the same manufacturer as the hydrants and specific to the hydrant model.
- D. Furnish sanitary yard hydrants as manufactured by Woodford (Model S3 with Repair Kits RK-Y1 and RK-SHL) or an approved equivalent.

### **2.16 BLOWOFF HYDRANTS**

- A. Provide 2-inch (50 mm) diameter post type blowoff hydrants meeting all applicable parts of AWWA C502.

- B. Furnish blowoff hydrants with a dry barrel design, a compression type main valve, and dual bronze drain valves.
- C. Assure blowoff hydrants are rated for 150 pounds per square inch (1,034 kPa) maximum working pressure and 300 pounds per square inch (2,068 kPa) test pressure.

### **PART 3 - EXECUTION**

#### **3.1 TRENCH EXCAVATION AND BACKFILL FOR WATER MAINS**

- A. This work includes all excavation, backfilling, disposal of surplus and unsuitable material, and all other work incidental to trench construction, including excavation for valves, fittings, hydrants, thrust blocks or other pipeline structures and not classified as "Structural Excavation."
- B. Perform this work in accordance with Section 02221: TRENCH EXCAVATION AND BACKFILL FOR PIPELINES & APPURTENANT STRUCTURES.

#### **3.2 PIPE INSTALLATION FOR WATER MAINS**

- A. General
  - 1. Install pipe following the manufacturer's specifications and instructions. Provide all tools and equipment required to install each type of pipe used.
  - 2. The Contractor is responsible for all contractor furnished material. Replace all defective material or material damaged by handling after delivery by the manufacturer. This includes the furnishing of all materials and labor required to replace installed material discovered damaged or defective before final acceptance of the work, or during the guarantee period.
  - 3. Store all material safely and to prevent damage. Keep pipe interior and other accessories free from dirt and foreign matter at all times. If pipe is stored on site out of doors for more than 7 days, keep ends of pipe sealed against rodent intrusion and cover PVC pipe with protection from ultraviolet radiation from the sun.
  - 4. Deliver and distribute all Contractor furnished pipe at the site. Load and unload pipe, fittings, specials, valves, and accessories to prevent damage. Do not permit pipe handled on skidways to skid or roll against pipe already on the ground. Do not make metal-to-metal contact between pipes or between fittings when moving or in storage, but rather use non-metal materials such as fire-hose. Do not drop pipe under any circumstance.
  - 5. When distributing material at the work site, lay each piece adjacent to its installation point. Repair or replace all damaged pipe at Contractor's expense on the jobsite.

B. Dewatering of Trench

1. Remove all water in the trench during pipe laying and maintain a dry trench until the pipe ends are sealed. Do not permit the pipe to float. Do not allow any trench water to enter the pipe at any time.

C. Laying of Pipe

1. Inspect the pipe and pipe coating for damage or defects before installation. Lay pipe without damaging the pipe coating. Repair all pipe coating damage following the manufacturer's instructions before laying the pipe. When using belt slings to lower the pipe into the trench, remove the slings without damaging the pipe coating.
2. Lay pipe to the specified lines and grades with fittings and valves at the required locations. Plumb all valve stems.
3. Use implements, tools and facilities satisfactory to the Engineer for the safe and convenient prosecution of the work. Carefully lower all pipe, fittings and valves into the trench using a derrick, rope or other tools or equipment, without damaging pipe materials and protective coatings and linings. Do not drop or dump materials into the trench.
4. Take every precaution to prevent foreign material from entering the pipe as it is placed in the line. During laying operations, do not permit debris, tools, clothing or other materials to be placed in the pipe. At times when pipe laying is not in progress, close the open ends of the pipe using a watertight plug or other approved methods to prevent material entering the pipe.
5. Place pipe bedding in the bottom of the trench meeting Section 02221; TRENCH EXCAVATION AND BACKFILL FOR PIPELINES & APPURTENANT STRUCTURES. Voids may be left in the bedding material to remove pipe slings and for pipe bells to allow support along the full length of the pipe barrel.
6. Long radius curves, either horizontal or vertical, may be laid with ductile iron pipe using deflections at the joints when shown on the drawings. Deflection at the joints is not to exceed 50% of manufacturer's recommended maximum deflection. PVC pipe may be deflected over the length of the pipe or at fittings when shown on the drawings, based upon manufacturer's recommendations. The Contractor shall provide the Engineer all manufacturer's deflection requirements and warranty information that specifically states that deflection of pipe and fittings does not reduce or eliminate warranty coverage or pressure and safety ratings.
7. No additional payment will be made for laying pipe on planned curves, nor for field changes involving standard pipe lengths deflected at the joints or over the length of the pipe.
8. Do not exceed the applicable material and joint specifications of AWWA or the pipe manufacturer's recommendations at pipe joints for various types of pipe. When rubber gasketed pipe is laid on a curve, joint the pipe in a straight alignment and then deflect to the curved alignment. Excavate trenches to accommodate deflections and curves.

9. Construct reaction or thrust blocks at all tees, plugs, valves, reducers, caps and at bends deflecting 22-1/2 degrees or more. Construct thrust blocks at tapping sleeves where the outlet diameter exceeds one-half the diameter of the main being tapped. Limit using metal rods or straps for thrust restraint to those specified on the plans, or where the use of concrete thrust blocks would be impractical. Do not use metal rods or straps without the Engineer's approval. Construct reaction blocks from concrete having a minimum compressive strength of 2,000 pounds per square inch (14,000 kPa) at 28 days. Place blocking between undisturbed ground and the fitting to be anchored, as shown on Standard Drawing 02660-1. Place the blocking so that the pipe and fitting joints are accessible for repair.
10. Cut pipe for inserting valves, fittings or closure pieces in a neat and workmanlike manner without damaging the pipe or coating and leaving a smooth end at right angles to the pipe axis. Do not cut pipe using an oxyacetylene torch.
11. Provide vertical fittings with thrust blocks one and a half times the sizes set forth in Standard Drawing 02660-1 and include 2 #5 rebar anchors bent around each fitting and set into the concrete.

D. Pipe Jointing

1. Rubber Gasket, "Push-On" Joints
  - a. Follow the manufacturer's recommendations for jointing of pipe and fittings with a rubber gasket, "push-on" type. Wipe the rubber gasket and gasket seat inside the bell clean with a cloth. Wipe the plain end of the adjoining pipe clean, lubricate and insert into the bell to make contact with the gasket. Force the plain end "home" using a crow bar, fork tool, or jack assembly.
2. Mechanical Joints
  - a. Thoroughly brush the bell and the outside of the spigot of the mechanical joint fitting with a wire brush to remove all loose rust or other foreign material just before assembly. Brush the cleaned surfaces with soapy water just before slipping the gasket over the spigot end and into the bell.
  - b. Center the spigot end of the pipe or fitting in the bell before jointing is begun. Once the gasket is in place, bring the gland up toward the pipe flange evenly, maintaining approximately the same distance between the gland and the face of the flange at all points around the socket. Partially tighten the bolts, alternately around the socket, maintaining approximately equal tension until the final tension is reached.
  - c. Use the following bolt torque range for the joints:

	Bolt Size		Range of Torque	
	Inch	(millimeters)	Ft.-Lb.	(joules)
	5/8	(16)	40 - 60	(54-81)
	3/4	(19)	60 - 90	(81-122)
	1	(25)	70 - 100	(95-135)
	1-1/4	(32)	90 - 120	(122-163)



- d. Apply the torque loads with torque measuring or indicating wrenches, or apply using regular socket wrenches, checked with torque wrenches.
  - e. If the joint is not sealed using the maximum torque indicated above, disassemble and re assemble the joint after thorough cleaning. Do not overstress bolts to provide the seal.
3. Connections to Existing Mains
- a. Make all connections to existing water mains in use unless otherwise specified. Furnish the special fittings, as shown on the plans, and all other material required. Make all necessary excavations to assure gradual transition between the new and existing water main, and perform all necessary backfilling.
  - b. Where the connection of new work to old requires a service interruption and customer notification, the Engineer and the Contractor are to mutually agree upon a date for connections to permit adequate time to assemble labor and materials, and to notify all affected customers. All notifications are the Contractor's responsibility.

### **3.3 POLYETHYLENE ENCASEMENT**

- A. Wrap all direct bury cast iron or ductile iron pipe and fittings including hydrants, valve boxes, curb boxes, and all other metal parts and surfaces, in polyethylene encasement.
- B. Polyethylene encasement installation shall be per the Ductile Iron Pipe Research Association (DIPRA) Polyethylene Encasement Installation Guide.

### **3.4 TESTING, CLEANING & DISINFECTING WATER MAINS, VALVES & FITTINGS:**

- A. Hydrostatic and Leakage Testing
  - 1. Perform hydrostatic and leakage testing in accordance with AWWA C600. Once the pipe is laid and backfilled, test for at least 2 hours, all newly laid pipe, or any valved section, at the highest point along the test section. Test to a hydrostatic pressure 2.0 times the normal operating pressure at the test point, but in no case less than a minimum gage pressure of 125 pounds per square inch (931 kPa) or greater than the pressure rating of the pipe being tested. Do not test more than 1,000 linear feet (305 m) of pipeline at one time, unless otherwise approved by the Engineer.
  - 2. Slowly fill the pipe with water, purging all air, and apply the test pressure using a pump hooked up so that the pressure and leakage can be measured. To purge the pipe of air during the test, it is necessary to tap the pipe at its highest points if permanent air vents, water services, hydrants, etc. are not located at the high points. Use corporation stops for this purpose. Furnish the pump connections, gauges, stops, and all necessary apparatus for testing.

3. Disassemble and reassemble all joints showing leakage after thorough cleaning. Remove and replace all cracked or defective pipes or fittings discovered in during the pressure test with sound material and repeat the test.
4. Conduct the leakage test concurrently with the pressure test for 2 hours. Leakage is defined as the quantity of water supplied into the pipe, or any valved section thereof, necessary to maintain pressure within 5 PSI of the pressure test after the pipe has been filled with water and purged of air.
5. The pipe installation will be rejected if the leakage exceeds that determined by the following formula:  

$$L = \frac{SD(P)^{1/2}}{148,000}$$
6. In which L equals the allowable leakage in gallons per hour; S is the length of pipe tested, in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test, in pounds per square inch gauge.
7. Should any test of pipe laid disclose leakage exceeding that specified above, locate and repair the defective joints until the leakage is within the specified allowance.
8. Conduct the pressure and leakage tests with the Engineer present.
9. When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gallon per hour per inch of nominal valve size is allowed. Repair all visible leaks regardless of the amount of leakage.
10. Pressure test tapping sleeves after installation and before tapping.

B. Cleaning Water Mains

1. Before chlorination, flush the mains thoroughly after the pressure and leakage test are completed. Contractor is responsible for all permits, as may be required, associated with cleaning water mains and the entire disinfection process.
2. It is understood that such flushing removes only the lighter solids and cannot be relied upon to remove heavy material allowed to get into the main during laying. Use a minimum flushing velocity in the main of 2.5 feet per second (0.7 meters/second). If no hydrant is installed at the end of the main, provide a tap of the size to produce a velocity in the main of at least 2.5 feet per second (0.7 meters/second). Table 2 shows the rates of flow required to produce a velocity of 2.5 feet per second (0.7 meters/second) in various size pipes.

**TABLE 1**  
**REQUIRED FLOW AND OPENINGS TO FLUSH PIPELINES<sup>1</sup>**  
 (40 psi (276 kPa) Residual Pressure in Water Main)

Pipe Diameter Inches (cm)	Flow Required to Produce 2.5 fps (approx.) Velocity in Main gpm (epm)	Size of Tap Inch (mm)			Hydrant Outlet	
		1 (25) Number of Taps on Pipe <sup>2</sup>	1-1/2 (38)	2(51)	Number	Size Inches (mm)
4 (10)	100 (380)	1			1	2-1/2 (63)
6 (15)	200 (760)		1		1	2-1/2 (63)
8 (20)	400 (1510)		2	1	1	2-1/2 (63)
10 (25)	600 (2270)		3	2	1	2-1/2 (63)
12 (30)	900 (3400)			2	2	2-1/2 (63)
16 (41)	1600 (6060)			4	2	2-1/2 (63)

<sup>1</sup>With a 40 psi (267 kPa) pressure in the main with the hydrant flowing to atmosphere, a 2-1/2-inch (63mm) hydrant outlet will discharge approximately 1000 gpm (3786 epm) and a 4-1/2-inch (114mm) hydrant nozzle will discharge approximately 2500 gpm (9463 epm).

<sup>2</sup>Number of taps on pipe based on discharge through 5 feet (1.5 meters) of galvanized iron (GI) pipe with one 90° elbow.

3. Exercise extreme care and conduct a thorough inspection during the water main laying to prevent and detect small stones, pieces of concrete, particles of material, or other foreign material that may have entered the mains. To remove this material, flush and inspect all hydrants on the lines to assure that the entire valve operating mechanism of each hydrant is in good condition.
  4. In 24-inch (61 cm) or larger diameter mains, in addition to flushing, broom-sweep the main, removing all sweepings before chlorinating the main.
- C. Disinfecting Water Mains
1. General
    - a. Disinfect the water mains subject to the Engineer's approval in accordance with AWWA C651, "Disinfecting Water Mains", and these specifications, before placing the main in service. Keep the interior of all pipe, fittings and appurtenances free from dirt, heavy and foreign particles.
  2. Forms of Chlorine
    - a. The forms of chlorine that may be used, subject to the approval of the Engineer, are:
      - 1) Liquid chlorine containing 100 percent available chlorine under pressure in steel containers. Meet AWWA B301 requirements and use only in combination with appropriate gas-flow chlorinators and ejectors.
      - 2) Sodium hypochlorite in liquid form containing approximately 5 to 15 percent available chlorine. Meet AWWA B300 requirements.

3. Methods of Chlorination

a. Two (2) methods of chlorination may be used. The continuous feed method gives a 24 hour chlorine residual of not less than 25 parts per million (25 mg/L), and the slug method provides a 3 hour exposure of not less than 50 parts per million (50 mg/L) free chlorine.

1) Continuous Feed Method

- a) Before chlorinating, fill the main with water to eliminate air pockets and flush as specified above.
- b) Use water from the existing distribution system or other approved source of supply to flow at a constant, measured rate into the newly laid water main. At a point not more than 10 feet (3 m) downstream from the beginning of the new main, assure water entering the new main receives a dose of chlorine fed at a constant rate such that the water will have at least 50 parts per million (50 mg/L) free chlorine. To assure that this concentration is provided, measure the chlorine concentration at regular intervals.
- c) Appendix B provides information on the amounts of chlorine compound required for various pipe sizes.
- d) During chlorine application, position valves so that the chlorine solution in the main being treated does not flow into water mains in active service. Do not stop chlorine application until the entire main is filled with chlorinated water. Retain the chlorinated water in the main for at least 24 hours, operating all valves and hydrants in the section treated to disinfect the appurtenances. At the end of the 24-hour period, the treated water in all portions of the main must have a minimum free chlorine residual of 25 parts per million (25 mg/L).
- e) The preferred equipment for applying liquid chlorine is a solution feed vacuum operated chlorinator to mix the chlorine gas in solution water, in combination with a booster pump for injecting the chlorine gas solution water into the main to be disinfected. It is recommended that direct feed chlorinators not be used. Hypochlorite solutions may be applied to the water main with a chemical feed pump designed for feeding chlorine solutions.
- f) If approved, an optional continuous feed method utilizing calcium hypochlorite granules may be used. Place the granules in the pipe sections as specified under the Tablet Method.

2) Slug Method

- a) Before chlorinating, preliminary flush the main as specified herein.
- b) Use water from the existing distribution system or other approved source of supply to flow at a constant measured rate into the newly laid water main.
- c) Not more than 10 feet (3 meters) downstream from the beginning of the new main, add chlorine to the water entering the new main at a constant rate that the water will have a minimum 100 mg/L free chlorine. Measure this concentration at regular intervals. Apply the chlorine continuously and for the time required to develop a solid column or "slug" of chlorinated water that will, as it moves through the main, expose all interior surfaces to a 100 mg/L for at least 3 hours.
- d) Measure the free chlorine residual in the slug as it moves through the main. If at any time it drops below 50 mg/L stop the flow and relocate the chlorination equipment at the head of the slug, and as flow is resumed, add chlorine to restore the free chlorine in the slug to not less than 100 mg/L.
- e) As the chlorinated water flows past fittings and valves, operate related valves and hydrants to disinfect appurtenances and pipe branches.

4. Final Flushing

- a. After the retention period, flush the chlorinated water from the main until chlorine measurements show that the concentration in the water leaving the main is no higher than that in the system, or is acceptable for domestic use.

D. Bacteriological Tests

1. After final flushing and before the water main is placed in service, test a sample, or samples, collected from the main(s) for turbidity and bacteriological quality. Collect at least one sample from the new main and one from each branch. Collect the samples and have the tests performed at an approved laboratory.
2. Redisinfection
  - a. If the initial disinfection fails to produce approved bacteriological or turbidity samples, re-flush and resample the main. If check samples show bacterial contamination, re-chlorinate the main until approved results are obtained.
3. Swabbing
  - a. Where connections are made to existing piping and the connections are not disinfected along with the newly installed main, swab or spray the interior of all pipe and fittings used in making the connections with a 1% hypochlorite solution before installation.

### **3.5 WATER AND SEWER MAIN SEPARATION**

- A. Maintain horizontal and vertical separation between water mains and sewer mains in accordance with Standard Drawing No. 02660-2.

### **3.6 VALVES**

- A. Set and joint gate valves and butterfly valves to the pipe as specified for pipe laying and jointing. Set valves with operating nut vertical. Center and plumb valve boxes over the operating nut to prevent shock or stress being transmitted to the valve.
- B. Valve Boxes
  - 1. Install gate valve boxes such that the tops are 3 inches (76 mm) below the finished grade in aggregate surfaced areas and at finished grade in asphalt surfaced areas. In unsurfaced areas, leave the top of gate valve boxes 6 inches (152 mm) above the existing grade and slope backfill to the top at a 4:1 slope.
- C. Valve Thrust Blocks
  - 1. For clarity thrust blocks have not been shown on drawings but install each valve with thrust blocking and anchor rods per the details in the drawings.

### **3.7 FIRE HYDRANTS**

- A. Set all hydrants plumb with the pumper nozzle facing the street. Set the hydrant with the ground line at the location indicated by the hydrant manufacturer. Assure 1 to 2 inches (25 to 50 mm) of clearance between the existing ground or sidewalk and the bolt bottom on the hydrant bottom flange. Verify depth and riser length to establish clearance within 1-inch (25 mm) tolerance.
- B. Provide drainage at the hydrant base by placing clean gravel under and around it. Place gravel at least 12 inches (30 cm) on all sides from the base of the hydrant to at least 6 inches (15 cm) above the drain opening. Brace the hydrant against unexcavated earth at the trench end with concrete backing as detailed on the drawings. Furnish hydrants with the specified gate valves. The gate valve shall be located three feet from the hydrant unless otherwise staked in the field by the Engineer. Install hydrants in accordance with the detail provided in the drawings, or as located in the field by the Engineer.

### **3.8 SERVICE LINE INSTALLATION**

- A. Provide all work and materials for the complete service line installation, including trench excavation and backfill; making the water main tap; furnishing and installing the corporation stop, curb stop and box, service clamp where necessary, and service line with fittings to make the connections to the stops. Bend the service line adjacent to the water main into a figure "S" in a horizontal or vertical plane to avoid a rigid connection. Assure all services have a minimum 6.5 feet (2 meters) of cover measured as specified in Standard Drawing No. 02660-6.

- B. Mark the water service line end at the property line using a steel fence post, 5 feet long (1.5 meters), buried 3 feet (1 meter) in the ground. Paint the post blue. Where applicable, mark the concrete curb to identify the service locations.
- C. As the Contractor is constructing the new mains, they will be responsible for locating existing services. Locate new services in the same proximity as the existing services.

### **3.9 TAPPING**

- A. Tap the newly installed water mains unless specified otherwise. The Owner will tap any existing water mains not installed by the Contractor. If owner tapped, be responsible for scheduling and coordinating with the Owner. The Contractor will be charged a fee for each Owner made tap.
- B. Provide water service clamps for all corporation stops. Set the saddle and corporation stop on the pipe prior to tapping and make the tap through the corporation stop using a standard tapping machine only. Assure taps for water service saddles are full-size taps. Undersized taps will not be allowed. Perform tapping using an approved tapping machine using clean, sharp drill taps for DIP. Use shell cutters for tapping PVC pipe.

### **3.10 WATER MAIN INSULATION**

- A. Install insulation on the new water main when crossing under, over, or within 6 feet of culverts that are open to the air, or in cases where less than 6 feet of cover is provided. Install the insulation the full width of the trench excavation.
- B. Place a 6 mil thick polyethylene sheeting over the insulation, lapping any joints a minimum of 12 inches (30 cm).
- C. Place a 6 inch (15 cm) sand cushion above and below the insulation.

### **3.11 FLUSHING HYDRANTS**

- A. Set all flushing hydrants plumb with the hose connection orientated as directed by Owner. Set hydrants with the hose connection with the bury line as indicated by the hydrant manufacturer 8 inches (20 cm) below finished grade in the thermal shell. Install hydrants in accordance with the detail provided in the drawings, or as specified by the Engineer.
- B. Provide drainage at the flushing hydrant by placing clean gravel under and around it. Place gravel at least 12 inches (30 cm) on all sides from the base of the hydrant and shut-off valve to at least 6 inches (15 cm) above the drain opening.

### **3.12 YARD HYDRANTS**

- A. Set all sanitary yard hydrants plumb with the outlet orientated as directed by Owner. Assure hydrants have a finished height above the final grade as shown in the drawings, if a detail is provided, or as specified by Engineer.
- B. Install all sanitary yard hydrants in accordance with manufacturer recommendations.

**END OF SECTION**

## SECTION 02660

### WATER DISTRIBUTION

#### 1.4 STANDARD DRAWINGS

- Delete:** Standard Drawing No. 02660-3, Thrust Blocking for Water Main Valves
- Delete:** Standard Drawing No. 02660-4, Fire Hydrant Setting
- Delete:** Standard Drawing No. 02660-5, Hydrant Location Detail
- Delete:** Standard Drawing No. 02660-6, Water Service Line
- Delete:** Standard Drawing No. 02660-7, Blowoff Valve
- Add:** City of Bozeman Standard Drawing No. 02660-3, Thrust Blocking for Water Main Valves
- Add:** City of Bozeman Standard Drawing No. 02660-4, Fire Hydrant
- Add:** City of Bozeman Standard Drawing No. 02660-5, Hydrant Location Detail
- Add:** City of Bozeman Standard Drawing No. 02660-6, Water Service Line
- Add:** City of Bozeman Standard Drawing No. 02660-7, Typical Blowoff
- Add:** City of Bozeman Standard Drawing No. 02660-8, Hydrant Barrier Posts
- Add:** City of Bozeman Standard Drawing No. 02660-10, Typical Valve/Tee Restraint
- Add:** City of Bozeman Standard Drawing No. 02660-11, Water Main Crossing Below Existing Sewer Main
- Add:** City of Bozeman Standard Drawing No. 02660-12, Water Service Line, 4" and Larger
- Add:** City of Bozeman Standard Drawing No. 02660-12A, Typical Riser Configuration
- Add:** City of Bozeman Standard Drawing No. 02660-13, Standard Fire Service Line Installation, Class I, II, and III Systems
- Add:** City of Bozeman Standard Drawing No. 02660-14, Standard Fire Service Line Installation, Class IV and V Systems
- Add:** City of Bozeman Standard Drawing No. 02660-15, Water Service Line from Curb Stop to Building (Lines 2" and Smaller)
- Add:** City of Bozeman Standard Drawing No. 02660-16, Water and Sewer Main and Services Location Standards
- Add:** City of Bozeman Standard Drawing No. 02660-17, Water Service Interior Clearances
- Add:** City of Bozeman Standard Drawing No. 02660-18, Irrigation Meter Pit, ¾" or 1"
- Add:** City of Bozeman Standard Drawing No. 02660-19, Irrigation Meter Pit, 1 ½" or 2"

#### 2.2 PIPE MATERIALS

##### B. Ductile Iron Pipe

- Revise as follows:** Furnish Class 51 wall thickness meeting AWWA C151, American National Standard for Ductile Iron Pipe for 12" diameter pipe and smaller. For pipe sizes greater than 12", furnish as specified in the contract documents.
- Revise as follows:** Use underground pipe having mechanical or push-on joints meeting AWWA C111. Use underground fittings having mechanical joints meeting



AWWA C111. Use restrained joint pipe for all stream crossings and for pipe installed in casings. If restrained joints at fittings are required, use Megalug mechanical joint restraint or Megaflange restrained flange adapter, manufactured by EBBA Iron Sales, or Uni-flange Series 1400 retainer glands, manufactured by Ford Meter Box Company, MJ Field Lok® Series DI, manufactured by US Pipe, Field Lok® 350 Gaskets for push-on joints, manufactured by US Pipe, Sigma One-Lok Series SLD manufactured by Sigma Corporation, or approved equal.

4. Fittings **Delete the use of gray-iron fittings, add the following requirements:**

All fittings must be manufactured in accordance with applicable AWWA standards at ISO 9001-2000 approved manufacturing facilities. These manufacturing facilities must be covered under periodic audits by third party accreditation bodies for evaluations. These evaluations shall include manufacturing processes, quality control, corrective and preventative actions, and document control. In addition, distribution centers must be audited by Third Party Approval Agencies for periodic confirmation tests and surveillance audits. These periodic confirmation tests and surveillance audits shall document continuation of product approvals by auditing the entire quality systems including design, infrastructure, system implementation, distribution, training, quality control and assurance, and document control. All fittings must be manufactured in accordance with NSF 61.

5. Joints

a. **Revise as follows:** Assure the fitting interior is cement mortar lined meeting AWWA C104, or fusion-bonded epoxy lined meeting ANSI/AWWA C116/A21.16. Assure the fitting exterior is bituminous tar coated 1 mil thick or fusion-bonded epoxy lined meeting ANSI/AWWA C116/A21.16. Use compact fittings having a rated working pressure of 350 psi following manufacturer recommended laying lengths.

6. Couplings **Delete the use of cast iron or gray iron sleeves. Add the following requirements:**

- a. 4) Furnish one of the following copper to copper compression connection couplings: Mueller H15403; Ford C44-xx-Q style; or AY McDonald 4758Q for 3/4", 1", 3/4" x 1", and 1" x 1 1/2". No connection couplings are permitted from the corporation stop to the curb stop for 3/4" and 1" services.
- 5) Hymax® couplings shall not be used.

C. Polyvinyl Chloride (PVC) Pressure Pipe **Delete the use of this pipe material for water lines**

D. Concrete Cylinder Pipe **Delete the use of this pipe material for water lines**

E. Water Service Pipe **Revise this section as follows:**

1. Use copper or ductile iron pipe in water service line construction as specified in the contract documents and meeting the following specifications.
  - a. Furnish service pipe of the size or sizes specified. A water line is designated a service line or water main based on its use, not its size. Generally, a line serving a single building or facility is considered a service line; a line serving more than one building, or intended to serve more than one building or facility is generally designated a water main. The standard sizes of services are 3/4", 1", 1½", 2", 4", 6", or 8". The minimum size of a fire service is 1".
  - b. Unless otherwise shown on the plans, furnish and install the service pipe from the main to 8 feet past the property line with a curb stop and curb box installed 8 feet past the property line. Install the water service lines in accordance with City of Bozeman Standard Drawings 02660-6 and 02660-12 and where applicable with "City of Bozeman Fire Service Line Standard", City of Bozeman Standard Drawings 02660-13 and 02660-14.
  - c. Copper Service Pipe
    - 1) Use copper, type K annealed, meeting AWWA Standard C800. Use straight lengths for 1.5" and 2" services.
  - d. Polyethylene Service Pipe **Delete the use of this pipe material for permanent water lines.**
  - e. Ductile Iron Pipe
    - 1) Use ductile iron pipe for water service lines that are 4" in diameter or larger. Furnish ductile iron pipe which conforms to the requirements of Section 02660.

2.3 TAPPING SLEEVES AND VALVES: **Revise this section as follows:**

- A. Tapping sleeves shall be ductile iron or stainless steel, split-sleeve, mechanical joint type with end and side gaskets. They shall have a Class 125, ANSI B16.1 outlet flange. They shall be rated for a minimum of 200 psi working pressure and shall contain a threaded plug for testing purposes on the neck or body of the tapping sleeve. Gaskets shall be manufacturers' standard suitable for use in potable water systems. Bolts and nuts shall be Cor-Ten, Dura-Bolt, or stainless steel. The sleeve shall be as manufactured by Mueller Company, Model H-615 or H-304, or as manufactured by Romac Industries, "SST" Stainless Steel Tapping Sleeve with ductile iron flanged outlet; unless otherwise approved by the City of Bozeman.

- B. Tapping valves shall be as specified in Section 02660 2.8 A. 3, with flanged inlets compatible with the flange of the tapping sleeve and mechanical joint outlet. Tapping valves shall be iron body, bronze mounted gate valves with non-rising stems with design, construction and pressure rating conforming to AWWA Specification C509. Stem seals shall be double "O" ring seals designed so that the seal above the stem collar can be replaced with the valve under pressure in full open position.
- C. The tapping sleeve and valve shall be furnished and installed by the Contractor and the wet tap made by the City of Bozeman Water Department with the cost paid by the Contractor. The Contractor shall excavate the existing main at the location to be tapped to confirm the appropriate pipe dimensions prior to ordering the fittings. The tapping sleeve shall be installed with the outlet set on the horizontal plane. A concrete thrust block shall be installed behind the tee.

2.4 CORPORATION STOPS *Revise this section as follows:*

- 1. Furnish 300 psig ball valve brass corporation stops with inlet end to suit tapping requirements and conductive compression connection outlet for type K copper tubing. Furnish either Mueller B25008, Ford FB1000-x-Q, or A.Y. McDonald 4701BQ corporation stops.

2.5 SERVICE CLAMPS *Revise this section as follows:*

- 1. Furnish flat, double strap, bronze metal service clamps (service saddles) with Neoprene gaskets and corporation stop threads. Use Mueller BR 2 B Series, Ford 202B, or AY McDonald 3825.

2.6 CURB STOPS *Revise this section as follows:*

- 1. Furnish curb stops with ball type curb valves with Minneapolis pattern screw box mounts for 3/4", 1", 1½", and 2" services, with 90° open to close operation. Furnish curb stops that conform to the following:

<u>Service Size</u>	<u>Curb Valve and Curb Stop</u>
3/4"	Ford Ball Valve Curb Stop B44-333-M-Q 1½" Minneapolis Thread, Mueller B-25155 1½" Minneapolis Thread, or A.Y. McDonald 6104Q, part number 4182-035
1"	Ford Ball Valve Curb Stop B44-444-M-Q 1½" Minneapolis Thread, Mueller B-25155 1½" Minneapolis Thread, or A.Y. McDonald 6104Q, part number 4182-192
1½"	Ford Ball Valve Curb Stop B44-666-M-Q 2" Minneapolis Thread, Mueller B-25155 2" Minneapolis Thread, or A.Y. McDonald 6104Q, part number 4182-137

2" Ford Ball Valve Curb Stop B44-777-M-Q 2" Minneapolis Thread, Mueller B-25155 2" Minneapolis Thread, or A.Y. McDonald 6104Q, part number 4182-081

2.7 CURB BOXES **Revise this section as follows:**

1. Furnish Minneapolis pattern base, extension type curb boxes having 7 foot extended lengths. Provide 5-foot stationary rods in all curb boxes. Use the following curb boxes:

$\frac{3}{4}$ " and 1" Curb Stops:

Mueller H10388 curb box 1  $\frac{1}{4}$ " top with a 2  $\frac{1}{2}$ " base tapping (with a 2  $\frac{1}{2}$ " x 1  $\frac{1}{2}$ " standard black hex bushing a  $\frac{5}{8}$ " stationary rod)

Ford EM2-70-58 curb box 1  $\frac{1}{4}$ " top with a 2  $\frac{1}{2}$ " base tapping (with a 2  $\frac{1}{2}$ " x 1  $\frac{1}{2}$ " standard black hex bushing a  $\frac{9}{16}$ " stationary rod)

1  $\frac{1}{2}$ " and 2" Curb Stops:

Mueller H10304 curb box 2" top with 3" base tapping (with a 3" x 2" standard black hex bushing and  $\frac{3}{4}$ " stationary rod that fits with 2" top section) or A.Y. McDonald Model 5624

2. Center and place the top section of a valve box with lid over all curb boxes that fall within asphalt pavement.

2.8 VALVES

A. Gate Valves **Revise this section as follows:**

3. Gate valves shall be used for all lines from 4" up to and including 20". Furnish gate valves for underground installation equipped with a 2-inch square operating nut for key operation. All valves are to open counterclockwise. Valves are to be equipped with mechanical joints for pipe connections. Furnish Mueller 2360 valves or American Flow Control Series 2500 Ductile Iron Resilient Wedge Gate valves for sizes 12" and smaller, and Mueller 2361 or American Flow Control Series 2500 Ductile Iron Resilient Wedge Gate valves for sizes 14" to 20", or American AVK Series 65 Ductile Iron Resilient Wedge Gate Valves for sizes 4" through 12", Series 45 for 14" and 16" valves, and Series 55 for 18" and 20" valves, or Kennedy 8572/8571 for 12" and smaller and 7572/7571 for 14" to 20". Bolts and nuts for the stuffing box, wrench nut cap screw, and bonnet shall be Type 304 stainless steel.

B. Butterfly Valves **Revise this section as follows:**

1. Furnish Class 250, rubber seated, butterfly valves for water distribution systems sized 24" and larger, meeting AWWA C504 requirements. Valves to

be equipped with mechanical joint ends and lubricated screw type operators designed for underground service. Furnish butterfly valves by Mueller, Kennedy, ValMatic Series 2000, or M&H. All fasteners shall be Type 304 stainless steel.

***Add the following section:***

C. OS & Y Valves

1. For service lines 4" and larger, furnish a UL listed flanged Kennedy, American Flow Control, or Mueller OS & Y valve as the first fitting inside the building. For fire service lines 2" and smaller, furnish a NIBCO T-104-0 OS & Y valve as the first fitting inside the building. Bolts and nuts for the stuffing box, wrench nut cap screw, and bonnet shall be Type 304 stainless steel.

2.9 VALVE BOXES ***Add the following requirement:***

- B. Valve boxes shall be East Jordan Iron Works 8560 series. Valve box lids for fire service lines shall be East Jordan Iron Works Product Number 06800029 or approved equal.

2.10 FIRE HYDRANTS ***Revise this section as follows:***

- B. Furnish hydrants with 5¼" valve openings, flanged inlet, one 5" storz connection and two 2½" hose connections. Storz connectors to be by Harrington Company. Assure hose nozzle threads meet ASA Specification B26 for National Standard Fire Hose Coupling Screw Threads, 7½ threads per inch. Furnish National Standard operating nut. Furnish hydrants opening counterclockwise and having an arrow on the hydrant top designating the opening direction.
- D. Paint the hydrant portion above the ground line red. Furnish hydrants so that there is a minimum of 6½' of cover over the hydrant lead unless specified otherwise on the approved plans. Furnish Mueller Super Centurion 250 model hydrants or Waterous 5¼" Pacer model hydrants per Water Department specifications, or American AVK Series 2780 Nostalgic Fire Hydrant, or Kennedy K81D hydrant. Furnish Mueller Defender Security Device, with locks keyed to City of Bozeman Standard, for each hydrant installed.

***Add the following section:***

2.13 METER PITS

- A. Meter pit installations may be allowed for certain service lines such as for irrigation systems. The use of meter pits must be specifically approved by the Water Superintendent. If the use of a meter pit is allowed, the following Manufacturers are approved: Mueller, AY Mc Donald, and Ford. The Meter

Department shall approve specific models proposed for use on a case-by-case basis.

***Add the following sections:***

2.14 “NO-LEAD” BRASS

- A. Brass components of waterworks materials in contact with potable water shall be of No-Lead Alloy (UNS/CDA No. C89833). Components that do not come in contact with potable water shall be UNS/CDA No. C83600-85-5-5-5 and shall conform to AWWA Standard C800 (ASTM B-62 and ASTM B-584).

2.15 INSULATION

- A. Insulation for water pipelines shall be expanded polystyrene rigid board foam plastic with a compressive strength of 60 psi at 10% deformation, minimum.

3.2 PIPE INSTALLATION FOR WATER MAINS

- C. Laying of Pipe ***Revise as follows:***

- 10. Construct reaction or thrust blocks at all tees, tapping tees, plugs, valves (except tapping valves and hydrant auxiliary valves that are part of a hydrant assembly), reducers, caps, vertical bends, and at horizontal bends deflecting  $22\frac{1}{2}^{\circ}$  or more. Limit using metal rods or straps for thrust restraint to those specified on the plans, or where the use of concrete thrust blocks would be impractical. Do not use metal rods or straps unless specifically approved by the City of Bozeman. Construct reaction blocks from concrete having a minimum compressive strength of 3,000 pounds per square inch at 28 days. Place blocking between undisturbed ground and the fitting to be anchored, as shown on Standard Drawing 02660-1. The size of thrust (gravity) blocks for vertical bends will be as designed by the Engineer. Place the blocking so that pipe and fitting joints are accessible for repair.

In lieu of concrete thrust blocks, thrust restraint may be provided utilizing Megalug® , Uni-Flange™ , MJ Field Lok® Series DI, Field Lok® 350 Gaskets for push-on joints, manufactured by US Pipe, Sigma One Lok Series SLD manufactured by Sigma Corporation, or approved equal joint restraints, for all fittings that require thrust restraint, except for cut-in or tapping tees (for mains or services) and bends on service lines inside building foundations, unless specifically prohibited by the City of Bozeman. Install the mechanical restraints in accordance with manufacturer’s specifications and at all joints as specified by the Engineer.

- D. Pipe Jointing

1. Rubber Gasket, “Push-On” Joints *Add the following requirement:*
  - b. All sections of newly installed water main shall provide continuity for electrical current. In order to provide continuity, insert a minimum of three brass or bronze conductive wedges in the joints of ductile iron pipe. Insert a copper wedge between cast iron and ductile iron pipe joints in accordance with manufacturer's recommendations. Conduct a continuity test of new mains when required by the Engineer or City of Bozeman.
  
3. Connections to Existing Mains *Add the following requirements:*
  - c. All wet taps to water mains in use shall be made by the City of Bozeman Water Department at the expense of the Contractor. All dry taps or connections shall be made by the Contractor. Any new or existing valve which controls water in the municipal system shall be operated by City of Bozeman personnel only. The Contractor shall pressure test tapping tees prior to tapping by the Water Department. The tapping tees shall be hydrostatically pressurized to a minimum pressure of 200 psi, and the testing apparatus shall be in place for verification by the Water Department tapping personnel.
  - d. The Contractor is responsible for 24 hour advance notification, in writing, to all affected customers of a water main shut-down. The written notification is to include the date, time and estimated duration of interrupted service. The written notification is also to include the name and phone number of the Contractor's representative who is coordinating the shut-down as well as the phone number of the City of Bozeman Water Department. All commercial customers affected by the water main shut-down must sign a notification sheet acknowledging that they have been informed of the date and time of the shut-down. The City of Bozeman reserves the right to determine the likely duration of the main shut-down based on the proposed work and Contractor experience, and require the installation of temporary water services by the Contractor.
  - e. Clean and disinfect temporary water systems in accordance with the requirements for cleaning and disinfecting new water mains. Do not connect existing services to the temporary system until bacteriological tests show successful disinfection. Provide backflow protection at the point of connection of the temporary system to the municipal system, and at each point of connection of the temporary water system to the individual services.
  - f. Remove any existing blow-offs or temporary flushing hydrants upon completion of the connection to the existing main, and install a brass plug upon removal of the corporation stop.

***Add the following section:***

- D. Pipe insulation
  - 1. If the Water Superintendent has allowed water pipe to be installed with less than 6.5 feet of cover, provide insulation as directed by the Engineer.
  - 2. Provide insulation as directed by the Engineer where water pipes cross any storm drains or culverts.

**3.3 POLYETHYLENE ENCASEMENT**

- A. ***Revise this section as follows:*** Polyethylene encasement or other corrosion protection is not required unless corrosive soils are encountered or anticipated. When specified for corrosion protection, wrap all direct bury cast or ductile iron pipe and fittings including hydrants, valve boxes, curb boxes, and all other metal parts and surfaces, in polyethylene encasement.
- B. Polyethylene encasement for use with ductile iron pipe shall meet all the requirements for ANSI/AWWA C105/A21.5, *Polyethylene encasement for Ductile Iron Pipe Systems*, and shall be V-Bio™ Enhanced Polyethylene Encasement.
- C. The polyethylene encasement shall be overlapped one foot in each direction at joints and secured in place around the pipe, and any wrap at tap locations shall be taped tightly prior to tapping and inspected for any needed repairs following the tap.

***Add the following new section:***

**3.3.5 DETECTABLE BURIED WARNING TAPE**

- A. Install detectable warning tape centered over all water mains, service lines, and hydrant leads. Install tape a minimum of 18” and maximum of 24” below finish grade.



### 3.4 TESTING, CLEANING & DISINFECTING WATER MAINS, VALVES & FITTINGS

#### A. Hydrostatic and Leakage Testing

1. **Add the following:** The required minimum hydrostatic pressure for any test is 200 psi.
2. **Add the following:** Assure that the testing gauge is marked in increments no greater than 10 psi.
4. **Revise this section as follows:** Conduct the leakage test concurrently with the hydrostatic pressure test for 2 hours. Leakage is defined as (1) the quantity of water supplied into the pipe, or any valved section thereof, necessary to maintain pressure within 5 PSI of the specified test pressure (after the pipe has been filled with water and purged of air) for the duration of the 2 hour test period, and (2) the quantity of water supplied into the pipe, or any valved section thereof, required to return the pressure to the specified test pressure at the end of the 2 hour test period.

**Add the following requirements:**

11. Chlorination, testing, and sampling shall comply with AWWA Standard C651-92. There shall be no allowable leakage for resilient seat gate valves. At least 24 hours prior to beginning water main tests, a testing schedule shall be submitted by the Contractor to the City Engineering Office for approval. The schedule shall specify the proposed sequence of testing and the methods and procedures which will be used to complete the tests. Hydrostatic and leakage testing shall not be conducted concurrently with chlorination of water mains. All heavily chlorinated water must be flushed from the system prior to pressurizing the new mains.
12. Any existing or new water main valves which are used to take water from the City of Bozeman distribution system for the purpose of filling, testing, chlorination or flushing, shall be operated by the City of Bozeman Water Department personnel only, with the Contractor requesting such operation at least 24 hours in advance. All existing water main valves are to be operated only by City of Bozeman Water Department personnel.
13. Allow five days after placement of concrete for thrust blocks before performing hydrostatic or leakage testing. If high-early strength concrete is used, allow two days after placement of concrete before performing hydrostatic or leakage testing. Provide adequate cold blocking as required for all thrust blocks that will not have the necessary curing time prior to testing.
14. For sections of mains that cannot be hydrostatically tested, assure that all joints are visually inspected for leakage under line working pressure by City of Bozeman representative prior to backfilling.

#### B. Cleaning Water Mains

**Add the following requirements:**

5. Prior to any main flushing the City of Bozeman Engineering Office shall be notified and provided with a flushing schedule and plan a minimum of 24 hours in advance of any main flushing. The City of Bozeman Fire Department shall be allowed adequate access to conduct pressure and flow testing of fire hydrants during the flushing process.

6. Any existing or new water main valves which are used to take water from the City of Bozeman distribution system for the purpose of filling, testing, chlorination or flushing, shall be operated by the City of Bozeman Water Department personnel only with the Contractor requesting such operation at least 24 hours in advance. All existing water main valves are to be operated only by City of Bozeman Water Department personnel.

7. Install an adequately-sized corporation stop on all main stubs longer than 10 feet to allow for the flushing of the stubs (see Table 1 MPW Section 02660). Following completion of all tests, remove corporation stops, install brass plugs, and assure plugs do not leak after main has been charged. A representative from the City of Bozeman must witness this work.

### C. Disinfecting Water Mains

#### 3. Methods of Chlorination

##### a. 1) Tablet Method *Revise this section as follows:*

- a) The tablet method consists of placing calcium hypochlorite granules (tablets shall not be used) in the water main as it is being installed and then filling the main with potable water when installation is completed. This method may be used only if the pipes and appurtenances are kept clean and dry during construction.
- b) Placing of calcium hypochlorite granules. During construction, calcium hypochlorite granules shall be placed at the upstream end of the first section of pipe, at the upstream end of each branch main, and at 500-foot intervals. The quantity of granules shall be as shown in Table 2.
- c) Warning: This procedure must not be used on solvent welded plastic or on screwed-joint steel pipe because of the danger of fire or explosion from the reaction of the joint compounds with the calcium hypochlorite.
- d) When installation has been completed, fill the main

with water at a velocity not exceeding 1 fps. Take precautions to assure that air pockets are eliminated. Leave this water in the pipe for at least 24 hours. If the water temperature is less than 41°, leave the water in the pipe for at least 48 hours. Position valves so that the chlorine solution in the main being treated will not flow into water mains in active service.

TABLE 2  
OUNCES OF CALCIUM HYPOCHLORITE GRANULES TO BE PLACED AT BEGINNING OF MAIN AND AT EACH 500-FT INTERVAL

Pipe Diameter (d) (in.)	Calcium Hypochlorite Granules (oz.)
4	1.7
6	3.8
8	6.7
10	10.5
12	15.1
14 and larger	$D^2 \times 15.1$

Where D is the inside pipe diameter in feet  $D = d/12$

D. Bacteriological Tests

1. **Revise this section as follows:** After final flushing and before the water main is placed in service, test a sample, or samples, collected from the main(s) for turbidity and organisms. Collect at least one sample for every 1200 feet of new main and from each branch.
  - a. Once the water main has been flushed following the successful completion of chlorination and pressure testing, the water line must be refilled with water and allowed to sit a minimum of 24 hours prior to the collection of samples for bacteriological tests. A second set of samples is to be taken a minimum of 24 hours after the first set of samples. Samples shall be taken in accordance with AWWA Standard C651-92. New water mains shall be placed in service by City of Bozeman personnel only.
  - b. Collect samples from new water mains out of service lines or temporary taps. Samples may only be taken out of fire hydrants or flushing hydrants if approved in advance by the City of Bozeman. If hydrants are approved as sample locations, operate hydrants using the auxiliary valves or curb stops to prevent groundwater from entering hydrant. Assure that hydrants are kept from freezing during testing.
  - c. Following the completion of bacteriological tests, assure that all

temporary piping has been removed, and all temporary corporation stops have been removed and replaced with brass plugs.

### 3.6 VALVES

- A. **Add the following requirement:** For butterfly valves, set the operating nut on the west side of mains that run north-south, and on the north side of mains that run east-west.
- C. Valve Thrust Blocks
  - 1. **Revise this section as follows:** Install valves with thrust blocks and anchor rods meeting City of Bozeman Standard Drawing 02660-3 requirements. Thrust blocks are required on all valves size 6" and larger, except for tapping valves and hydrant auxiliary valves attached to the hydrant shoe flange. In lieu of concrete thrust blocks, thrust restraint may be provided utilizing Megalug®, Uni-Flange™, MJ Field Lok® Series DI, or approved equal joint restraints.

### 3.7 FIRE HYDRANTS

- B. **Revise this section as follows:** Provide drainage at the hydrant base by placing clean gravel under and around it. Place gravel at least 1 foot on all sides from the base of the hydrant to at least 6 inches above the drain opening. Brace the hydrant against undisturbed earth at the trench end with concrete backing as detailed on the plans. In lieu of concrete thrust blocks, thrust restraint may be provided utilizing Megalug®, Uni-Flange™, or approved equal joint restraints. Furnish hydrants with the specified gate valves. Install hydrants meeting City of Bozeman Standard Drawings 02660-4 and 02660-5. Where no curb exists or the minimum distance of three feet behind the curb cannot be met or there is no other adequate protection, install protective barrier posts in accordance with City of Bozeman Standard Drawing 02660-8 when required by the Water Superintendent. Protect the hydrant from damage during installation and backfilling operations. Hydrants may be subject to replacement by the Contractor if any of the protective paint coating is damaged during installation. If hydrant extensions are required, only one coupler will be allowed on the operating rod.

### 3.8 SERVICE LINE INSTALLATION **Revise this section as follows:**

- A. Provide all work and materials for the complete service line installation, including trench excavation and backfill; making the water main tap; furnishing and installing the corporation stop, curb stop and box, service clamp where necessary, and service line with fittings as required to make the connections to the stops. Provide a minimum of 6½ feet and a maximum of 8 feet of cover measured as noted on City of Bozeman Standard Drawing No. 02660-6. Use compression fittings for all service line fittings. Do not use sweat or solder fittings. Use a continuous length of pipe with no couplings between the corporation stop and the curb stop for ¾" and 1"

services.

- B. Mark the water service line stub end using a steel fence post painted blue, 6.5 feet long, buried 2.5 feet in the ground. Set post 1' from curb box. After bacteriological tests have passed and the test results have been submitted to the Water Department, open all curb stops in the presence of the Engineer to assure the service lines are flushed and all corporation stops are open. All main line valves are to be operated by Water Department personnel only.
- C. Service line installation from the end of the stub into the building shall be as per City of Bozeman Standard Drawings 02660-12 or 02660-15. Service lines shall not be installed from the end of the stub into the building until the main line has been accepted by the City and placed into service. The water service line from the stub into the building may be reduced in size, however the size reduction must be made within 18" of the curb stop or outside valve. Connections to existing stubs (either for domestic or fire service) that have remained dormant or unused longer than 6 months may require re-flushing or disinfection at the discretion of the Water Superintendent prior to being placed into service. The Water Superintendent may require bacteriological testing to assure that the dormant line has not become contaminated.

### 3.9 TAPPING *Revise this section as follows:*

- A. Tap the newly installed water mains unless specified otherwise. Provide a minimum distance of 18" between service taps. The City of Bozeman Water Department will tap any existing water mains. For taps on existing mains, the Contractor is responsible for scheduling and coordinating with the Water Department. The Contractor will be charged a fee for each tap made by the Water Department. All taps on existing mains require tapping saddles and corporation stops to be supplied and installed by the Contractor prior to tapping of the main by the Water Department.
- B. Perform tapping using an approved tapping machine using clean, sharp drill taps and/or shell cutters. 3/4-inch and 1-inch taps may be made directly into the barrel of ductile iron pipe without using service saddles. Direct tap into the pipe barrel to the depth exposing a maximum three threads of the corporation stop. Taps greater than 1" on a 6" line require the use of saddle clamps. Taps 4" and larger to existing water mains which are 4" and larger require the use of a tapping sleeve and valve.