

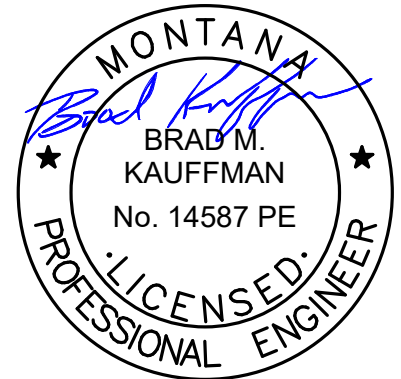
PROJECT MANUAL FOR:

Fieldhouse 159TR UIT Racks to Generator

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

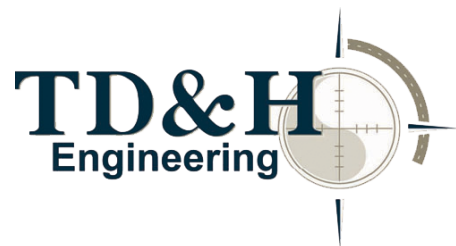
September 15, 2025

PPA No. 23-0839



**MONTANA
STATE UNIVERSITY**

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



406.761.3010
tdhengineering.com

1800 River Drive North
Great Falls, MT 59401

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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.

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

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

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

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

BUILDING PERMIT

INVITATION TO BID

Sealed bids will be received until **2:00 PM on Tuesday, October 21, 2025**, and will be publicly opened and read aloud in the offices of **MSU University Facilities Management, Plew Building, 6th & Grant, Bozeman, Montana**, for: **Fieldhouse 159TR UIT Racks to Generator, PPA No. 23-0839**.

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, 6th & Grant
PO Box 172760
Bozeman, Montana 59717-2760**

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

A PRE-BID WALK-THROUGH IS SCHEDULED FOR TUESDAY, OCTOBER 7, 2025, AT 2:00 PARTICIPANTS SHOULD MEET ON SITE. ATTENDANCE IS STRONGLY RECOMMENDED. QUESTIONS RECEIVED AFTER OCTOBER 7, 2025, WILL BE RESPONDED TO AT THE OWNER'S DISCRETION. Bidders should thoroughly review the contract documents before the pre-bid conference.

Bids equal to or greater than \$150,000 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 after receipt of the Contract for Construction, on the specified date of commencement, and to substantially complete the project by **September 23, 2026**.

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

1. Table of Contents

Provided in the Printed Project Manual:

Invitation to Bid
Instruction to Bidders
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Sample Standard Form of Contract
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MSU Supplementary Conditions
Specifications
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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

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

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

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

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

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

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

**Donny Beebe, Project Manager
Montana State University
University Facilities Management
6th and Grant, PO Box 172760
Bozeman, Montana 59717-2760
Ph: 406/994-4547; 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:	Fieldhouse 159TR UIT Racks to Generator
Location:	Montana State University Bozeman Campus
MSU PPA Project Number:	23-0839
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 \$25,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE BID SECURITY (18-2-302 MCA).
- 7.2. Proposals over \$150,000 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).
- 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 THE SIGNATURE BY BOTH CONTRACTOR AND OWNER ON THE CONTRACT FOR CONSTRUCTION.**

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 15% 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 document for this project. The contract for construction shall include the dates for project commencement and completion and shall serve as a Notice to Proceed for the outlined work.

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 after receipt of the Standard Form of Contract Between Owner and Contractor for Construction upon the specified date of commencement, and to substantially complete the project by September 23, 2026.
- 17.2. 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

Fieldhouse 159TR UIT Racks to Generator PPA No. 23-0839

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 **TD&H Engineering, DBA GPD Consulting Engineers, 1800 River Drive North, Great Falls, MT 59401 / (406) 761- 3010** by submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:

BASE BID:

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

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

(Form Revision Date: February 2025)

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 electronic 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 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 provide on minimum of a bi-weekly basis the onsite Superintendent's daily reports/logs
- 3.1.6. 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.
- 3.1.7. 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 control or 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.
- 3.1.8. 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 the date of project commencement 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.
- 3.4.4.11. The contractor and all subcontractors are required by MCA 18-2-417 to make wage rate adjustments for projects with a construction duration exceeding 30 months.

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 \$80,000 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.
 - 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 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 the project commencement date 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 project commencement electronic 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 costs and expenses to the Architect/Engineer for making exhaustive reviews of each Shop Drawing, Product Data item, sample, or submittal of the Contractor may be billed by the Architect/Engineer directly to the Contractor or, if otherwise agreed by the Owner in writing, may be reimbursed by the Owner to the Architect/Engineer and deducted from the Contractor's contract via change order by the Owner. The Owner will not be liable to the Architect/Engineer for multiple reviews.

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 bear 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 inspection

the work and make comment. Action or lack of action following observation or inspection is not to be construed as approval of Contractor's performance.

4.3. **CLAIMS AND DISPUTES**

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

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

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

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

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

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

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

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

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

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

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

- 4.3.1.4.1. The specific number of days and specific dates for which the additional time is sought;
 - 4.3.1.4.2. The specific reasons, causes, and/or effects whereby the Contractor believes that additional time should be granted; and,
 - 4.3.1.4.3. The Contractor shall provide analyses, documentation, and justification of its claim for additional time in accordance with the latest Critical Path Method schedule in use at the time of event giving rise to the claim.
- 4.3.1.5. With each and every claim, the Contractor shall submit to the Architect/Engineer and Owner a notarized statement containing the following language:

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

_____	_____
(Name)	(Title)
Of _____	_____
(Company)	(Date)

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

_____	_____
(Signature)	(Date)"

4.3.2. Continuing Contract Performance.

- 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 (15-50-206 MCA), the Contractor will have the 1% Gross Receipts Tax withheld from all payments. Each "Public Contractor" includes all Subcontractors with contracts greater than \$80,000 each. The Contractor and all Subcontractors will withhold said 1% from payments made to all Subcontractors with contracts greater than \$80,000.00 and make it payable to the Montana Department of Revenue. The Contractor and all Subcontractors shall also submit documentation of all contracts greater than \$80,000.00 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 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 plus markups in subparagraph 7.2.2. 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 change, 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 ARTICLE 2 OF THE CONTRACT 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: **As indicated in the 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 within: Dates provided in Instructions to bidders and Invitation to bid documents. The Owner will issue a Contract for Construction with the specified dates of commencement and completion.

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 in the Contract 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, the Contractor will have 1% of his gross receipts withheld by the Owner from all payments due. Each subcontractor who performs work greater than \$80,000 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 except Workers Compensation 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. The Workers Compensation policy 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 by the Contractor. 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 with the exception of Workers Compensation and will not be canceled, limited or restricted without thirty days' written notice by certified mail to the contractor and the Owner. The Workers Compensation policy 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 by the Contractor. 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 Contract for Construction. 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, [NEHRP.pdf \(mt.gov\)](http://nehrp.gov).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 PROJECTS EXCEEDING \$150,000.00 IN VALUE)

- 11.7.1. The Contract shall furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201 MCA). The Contractor shall also furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201MCA). The bonds shall be executed on forms furnished by the Owner and no other forms or endorsements will be acceptable. The bonds shall be signed in compliance with state statutes (33-17-1111 MCA). Bonds shall be secured from a state licensed bonding company. Power of Attorney is required with each bond. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney:
- 11.7.1.1. one original copy shall be furnished with each set of bonds.
- 11.7.1.2. Others furnished with a set of bonds may be copies of that original.
- 11.7.2. The Owner reserves the right at any time during the performance of Work to require bonding of Subcontractors provided by the General Contractor. Should this occur, the Owner will cover the direct cost. This shall not be construed as to in any way affect the relationship between the General Contractor and his Subcontractors.
- 11.7.3. Surety must have an endorsement stating that their guarantee of Contractor's performance automatically covers the additional contract time added to a Contractor's contract by Change Order.
- 11.7.4. A change in the Contractor's organization shall not constitute grounds for Surety to claim a discharge of their liability and requires an endorsement from Surety so stating.
- 11.7.5. Except as noted below, the Contractor is required to notify Surety of any increase in the contract amount resulting from a Change Order within 48 hours of signing and submitting a Change Order and shall submit a copy of Surety's written acknowledgment and consent to Owner before a Change Order can be approved. The Surety's written acknowledgment and consent on the Change Order form shall also satisfy this consent requirement.

- 11.7.5.1. Surety consent shall not be required on Change Order(s) which, in the aggregate total amount of all Changes Orders, increase the original contract amount by less than 10%. However, the Contractor is still required to notify Surety of any increase in contract amount resulting from a Change Order(s) within 48 hours of signing and submitting every Change Order.
- 11.7.5.2. Surety is fully obligated to the Owner for the full contract amount, inclusive of all Change Orders, regardless of whether or not written acknowledgement and consent is received and regardless of whether or not the aggregate total of all Change Orders is more or less than 10% of the original contract amount.
- 11.7.5.3. A fax with hard copy to follow of Surety's written acknowledgment and consent is acceptable. If hard copy is not received by Owner before Application for Payment on any portion or all of said Change Order, it will not be accepted by Owner for payment.
- 11.7.6. The Surety must take action within 30 days of notice of default on the part of the Contractor or of any claim on bonds made by the Owner or any Subcontractor or supplier.

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 or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5. TESTS AND INSPECTIONS

- 13.5.1. 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 control or 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.
- 13.5.2. 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.
- 13.5.3. 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 13.5.2, 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 13.5.4 shall be at the Owner's expense.

13.5.4. If such procedures for testing, inspection or approval under Subparagraphs 13.5.2 and 13.5.3 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.

13.5.5. 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.

13.5.6. 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.

13.5.7. 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. 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.
- 15.4. The contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA.
- 15.4.1. The provisions of 30-20-301, MCA apply only to a contract that:
- 15.4.1.1. is between a governmental entity and a company with at least 10 full-time employees; and
 - 15.4.1.2. has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.
- 15.4.2. By the signing the contract, the Contractor certifies and affirms:
- 15.4.2.1. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this contract; and
 - 15.4.2.2. Contractor will not discriminate against a firearm entity or firearm trade association during the term of this contract.
- 15.4.3. The contractor's certification is made in compliance with and in reference to 30-20-301, MCA, and the terms defined therein. If the contractor determines the provisions of 30-20-301, MCA don't apply to the contract, the Contractor shall submit a statement set forth in details the basis for such determination.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(REVISED FEBRUARY 2025)

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/)

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: Work commenced before receipt and signature by all parties of the Contract for Construction 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 in the executed Contract for Construction 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 in the executed Contract 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 in the executed Contract 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.

SECTION 011000 SUMMARY

1.1 PART 1 - GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Project Description
 - 1. This project is for the replacement of the existing standby natural gas generator, replacing an indoor unit with an outdoor unit. In addition, two new transfer switches will be installed as well as modifications to existing wiring and a new panelboard will be installed to serve IT equipment.
- C. Site Information
 - 1. Most work associated with this project is in the building, with the exception of the new generator to be installed just outside of the mechanical room as well as the snow canopy to be built above new generator.
- D. Contracts
 - 1. Contracts shall be under one General Contract and shall include, but not be limited to, all labor, materials, and supervision necessary to furnish and install the Work.
- E. Work Sequence
 - 1. The work will be conducted in one (1) phase to provide the least possible interference to the activities of the Owner's personnel and activities.
 - 2. The Contractor will have access to the building from the date of receipt of the contract.
- F. Contractor Use of Premises
 - 1. Work on this contract is expected to be done during regular working hours Monday through Friday. Any variation from this will require prior approval of the Consultant and Owner.
 - 2. All work must be coordinated with MSU at all times and MSU must be informed about any work impacting campus operations 72 hours or 3 working days in advance of work being conducted and shall require MSU approval.
 - 3. General: Limit use of the premises to construction activities in areas indicated; allow for Owner/MSU occupancy and use by the public. Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 4. Contractor shall conduct all his work in such a manner as to minimize the inconvenience and disruption of MSU's daily schedule.
 - 5. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be

disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

6. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas designated on the drawings. If additional storage is necessary, obtain and pay for such storage off-site.
7. Contractor shall establish a staging area for storage of materials and equipment.
8. The Contractor is to coordinate with MSU for the location of the job site trailer office.
9. Keep driveways and entrances serving the premises clear and available to MSU and MSU's employees, staff and visitors at all times, unless otherwise agreed by MSU. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

G. Parking and Site Access

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

1. MSU Bozeman Vehicle Regulations state: "All students, faculty, staff, and visitors must register any motor vehicle they park on the University campus, for any reason. A visitor is anyone not defined as student, staff or faculty."
2. All Contractor and Contractor employees shall comply with Montana State University parking regulations. MSU parking permits can be purchased at the University Police Office located in the Huffman Building at Seventh Avenue and Kagy Boulevard. Violators of MSU Bozeman Vehicle Regulations may be ticketed and towed.
3. A maximum of three (3) Contractor Permits (or as agreed with MSU) will be made available to the Contractor for parking of essential vehicles within the designated parking lot (as designated on the Cover Sheet of the Contract Documents). Essential vehicles are vehicles used for delivery of equipment and tools required to be parked in close proximity to the construction area. All allowed vehicles only to be parked on hard surfaced areas within the Staging Area. All other Contractor and Contractor employee vehicles on campus shall be parked in designated parking lots to be agreed with MSU. No personal vehicles shall be parked at the project site in any event. If a driver of a vehicle not allowed to be parked at the project site must unload equipment, tools, or materials, the vehicle must be immediately thereafter move to a designated lot or leave campus.
4. Access and egress to and from the project site shall be 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 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 re-placed 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.

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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 of 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 017900
DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 SUMMARY

1. System Demonstration:

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

2. Training:

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

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

training sessions. Coordinate required number with the Owner.

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

iii. Provide minimum of 2 copies of following items:

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

b. Training Sessions:

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

END OF SECTION 179000

SECTION 024119 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

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

1.5 PRE-INSTALLATION MEETINGS

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

1.6 CLOSEOUT SUBMITTALS

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

1.7 FIELD CONDITIONS

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

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

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

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

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

SECTION 023000

EARTHWORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade.
 - 2. Base course for asphalt paving repair.
 - 3. Excavating and backfilling trenches.
- B. Related Sections include the following:
 - 1. Division 23 and 26 Sections for excavating and backfilling required for buried mechanical and electrical utilities.

1.3 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- F. Fill: Soil materials used to raise existing grades.
- G. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material 3/4 cu. yd. (0.57 cu. m) or more in volume that when

tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches (97 blows/50 mm).

- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than seven (7) days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's and Owner's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (38-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12 inches (300 mm) on each side of pipe or conduit.

- C. Trench Bottoms: Excavate trenches 4 inches (100 mm) deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
 - 1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.8 APPROVAL OF SUBGRADE

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect.

3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for record documents.
 - 3. Inspecting and testing underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.12 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings; fill with concrete to elevation of bottom of footings.
- C. Provide 4-inch- (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase.
- D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.
 - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- G. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.13 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 - 1. Under walks and pavements, use satisfactory soil material.
 - 2. Under steps and ramps, use engineered fill.
 - 3. Under building slabs, use engineered fill.
 - 4. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. There shall be 95% compaction ASTM D1557 modified proctor density of all back fill soil under slabs on grade.

3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Walks: Plus or minus ¼ inches (7mm)
 2. Pavements: Plus or minus 1/2 inch (13 mm).
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.17 SUBBASE AND BASE COURSES

- A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
- B. Under pavements and walks, place subbase course on prepared subgrade and as follows:
 1. Place base course material over subbase.
 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 3. Shape subbase and base to required crown elevations and cross-slope grades.
 4. When thickness of compacted subbase or base course is 6 inches (150 mm) or less, place materials in a single layer.
 5. When thickness of compacted subbase or base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.

3.18 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor shall engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet (30 m) or less of wall length, but no fewer than two tests.
 - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.
 - 1. Additional testing until compliance is achieved shall be at the contractors expense.

3.19 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

SECTION 230000

GENERAL PROVISIONS FOR MECHANICAL WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 BIDDING

- A. The Contractor shall provide labor, materials, equipment, items, articles, operations and methods listed, shown, scheduled, or mentioned on the drawings, and/or specified, including all incidentals required for their completion.
- B. The Contractor shall refer to the General part of these specifications, such as Instructions to Bidders, Special Conditions and DIVISION 01 for restrictions covering time that work can be performed in certain areas, noisy and dusty operations, sequence of work, access to restricted areas and similar types of work and operations.

1.3 SUBSTITUTIONS AND PRODUCTS DEEMED AS EQUAL TO BASIS OF DESIGN PRODUCTS

- A. "Substitution" is defined in Division 1 and represents a change or deviation in the Contract Documents either in the type of product that forms the basis of design or in its application. Substitutions require approval either prior to bid or following project bid as allowed in Division 1 specifications. Substitution requests must follow the requirements of Division 1.
- B. Products submitted as equals to those listed on the plans or in the specifications as the basis of design are not required to be submitted as substitutions. Rather, their acceptability as an equal to the basis of design product must be shown during the submittal process following contract award. The onus to prove that the product is equal to the basis of design product is on the Contractor. The acceptability of an item to that which is the basis of design rests with the Owner and the Engineer. In general, items accepted as equals must have the same salient features, performance and be similar in physical makeup as the basis of design product in all aspects, whether or not these salient attributes are listed on the plans or in the specifications. Those proposing the acceptance of a product as an equal to the basis of design must be prepared to submit a complete side-by-side comparison of the two materials or products as proof of equality. Any and all additional costs resulting from differences in a product granted acceptance as an equal shall be borne by the Contractor or his supplier.
- C. Most items in this Division are eligible for substitution in accordance with the General Conditions and Supplements thereto. Most items are also eligible to be replaced

with products deemed as being equal to the basis of design product when proven to be equal through the submittal process. Where a proprietary specification is written for a particular item, then only that item may be used.

- D. When the Engineer deems it necessary, to assure satisfactory installation and compatibility with other equipment, piping, ductwork, electrical provisions and other appurtenances, the Contractor shall prepare scale drawings of the substitute or 'equal' item showing proposed location, connections, relation to other equipment and other pertinent data such as maintenance space requirements, electrical requirements, height and weight. Drawings must receive Engineer's approval before the substitution is made or the equivalent product can be approved.
- E. It is the Contractor's responsibility that the substitute or equal/equivalent item shall fit into the space allocated and that the item can be installed and function as intended. Should changes in the work of any Contractor become necessary as a result of any substitute item under this Division, such changes shall be arranged and paid for by this Contractor.
- F. Capacities of substitute or equal/equivalent items shall not be less than that of the specified item.
- G. The performance of the factory representative and supplier on past work will be a consideration in the approval process of substitute items and equal/equivalent items.
- H. The final decision as to acceptability rests with the Engineer.

1.4 CODES, REGULATIONS AND PERMITS

- A. All materials and equipment shall be new, approved by the governing authority, and be in new, undamaged condition when installed.
- B. Comply with the International Mechanical Code, National Fire Protection Association Fire Codes, State of Montana Plumbing Code, International Building Code, and all other applicable Federal, State, County and City codes, regulations and ordinances. Comply with DIVISION 26 and all codes referenced therein for any and all electrical work accomplished under this Division or by this Contractor.
- C. Arrange for and obtain all permits and approvals required for the execution of the work.

1.5 INTENT OF DRAWINGS

- A. Pipe or duct risers and other diagrams are schematic only and not to scale. They are intended only to indicate sizes or relative arrangement of pipe and equipment shown elsewhere in plan view.

1.6 WORKMANSHIP

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

- B. This Contractor shall replace materials or equipment not properly installed or finished, without increase in payment received.

1.7 RESPONSIBILITY

- A. The Contractor is responsible for installation of a satisfactory and complete piece of work in accordance with true intent of the drawings and specifications.
- B. Consult all drawings for the project to predetermine that the work and equipment will fit as planned.
- C. The location of piping, ducts, equipment, etc., shall be checked to ensure clearance from openings, structural members, cabinets, lights, outlets, and equipment having fixed locations. This shall be accomplished prior to fabrication of pipe or ducts.
- D. If, at any time, and in any case, changes in location of piping, ducts, equipment, etc., becomes necessary due to existing obstacles or installation of other trades shown on any of the project drawings and such conflict could have been avoided by proper coordination between trades or proper pre-planning of work, such required changes shall be made by the Contractor at no extra cost. These changes are to be recorded on the record drawings.
- E. This Contractor is responsible to provide all incidental electrical interconnections, control wiring, etc., which are necessary for system completion and which are not specifically shown or otherwise indicated on the electrical drawings or specified in DIVISION 16.
- F. All electrical work incidental to or accomplished under this Division shall comply with all requirements of DIVISION 26.

1.8 DELIVERY AND STORAGE OF MATERIALS

- A. Make provisions which are acceptable to the Owner and Engineer for delivery and storage of materials.
- B. Make provisions for introduction into the building of equipment furnished under this Division. Refer to DIVISION 01 for additional provisions to allow equipment passage into the building.
- C. All materials shall be protected from damage and from weather. Cover, enclose and protect all stored materials and preserve in new, clean condition. Keep all openings in pipe, ductwork and equipment closed with caps and covers. All materials shall be elevated above the ground or floor during storage.
- D. All materials and products installed shall be new and shall be in new and undamaged condition. Materials which are rusted, weathered or otherwise depleted in condition shall not be installed.

1.9 MANUFACTURER'S DIRECTIONS

- A. Manufactured materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless noted otherwise herein or on the drawings.
- B. Certain items of equipment, as noted herein, shall be checked out, started and put into service by factory representatives.

1.10 CUTTING, PATCHING, REPAIRING

- A. Cutting, patching and repairing required by the work of this Division shall be the responsibility of this Contractor.
- B. Work shall be performed in accordance with DIVISION 01 of these specifications.
- C. The performance of this work shall not weaken the structural integrity of the building.
- D. Any abrasion or disfigurement of the finished work or any portion of the building where any such abrasion or disfigurement is caused by the activities of the Contractor shall be repaired and neatly refinished to match the adjacent work.

1.11 OPENINGS IN PIPES AND DUCTS

- A. Openings in pipes and ducts shall be kept closed during progress of work.
- B. The Contractor is required to clean new systems found dirty to the satisfaction of the Engineer at no additional cost.

1.12 CLEANUP

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

1.13 COMPLETION AND TESTS

- A. Complete and test each system as specified. Submit all reports and complete the Project Completion Checklist in PART 3 of this Section. Leave all systems in proper operation.
- B. At the time of finalizing the project, a demonstration of all systems shall be performed in the presence of the Owner's designated representative. The Contractor shall demonstrate that the systems perform in the manner described in the specifications and indicated on the drawings.

1.14 RECORD DRAWINGS

- A. A separate set of mechanical drawings shall be maintained at the job site at all times and shall be used as record drawings. This set shall be kept up to date with all

changes and/or additions in the construction and/or mechanical systems, and shall be delivered to the Engineer at the completion of this job. This set of drawings shall be kept clean and protected at all times.

PART 2 SUBMITTALS AND OPERATION AND MAINTENANCE MANUAL

2.1 GENERAL

- A. Refer to Section 013000 for Submittal and Shop Drawing requirements.
- B. Refer to Section 017823 for Operation and Maintenance Manual requirements.

END OF SECTION

SECTION 231123
NATURAL GAS PIPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Pipes, tubes, and fittings.
 - 2. Piping risers for underground pipe.
 - 3. Piping and tubing joining materials.
 - 4. Valves.
 - 5. Piping specialties.
 - 6. Pipe Markers/Labels
- B. The scope of the project includes modifying the facility gas piping just downstream of the new meter and installing a new underground gas line to the new gas fired emergency generator. This contractor shall install the underground line with locator tape and tracer wire from the generator pad to the building, with anodeless risers at each end of the underground run, a generator isolation valve at each end of the underground run. The scope includes painting of all the existing and new outdoor, above-ground gas piping located downstream of the meter.
- C. **The scope of work also includes any modifications required to the meter/ regulator set at the building to be performed by the Utility Company. The Contractor shall arrange for the Utility to adjust their meter/regulator set in order to provide not less than 2800 scfh of gas at 12" water column within plus 1inch water column or minus 2 inches water column.**

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include outdoor exposed gas piping and equipment.

1.4 PERFORMANCE REQUIREMENTS

- A. Minimum Operating-Pressure Ratings:
 - 1. Piping, tubing, fittings and valves: 100 psig minimum unless otherwise indicated.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of the following:
 - 1. Piping, pipe specialties, tracer wire, buried warning tape, anodeless risers, pipe markers.
 - 2. Valves. Include pressure rating, capacity, settings, and electrical connection data of selected models.
 - 3. Flexible natural gas hoses for connection to generator. Indicate features, pressure ratings, fitting types and capacities.

1.6 CLOSEOUT SUBMITTALS

- A. Record drawings with hyper-accurate location coordinates for the underground tubing to be installed.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Piping and materials shall be new, free of rust and dirt and shall be protected indoors during construction. Rusty and dirty materials shall be removed from the site.
- B. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

1.10 COORDINATION

- A. Coordinate sizes and locations of concrete bases with the contractor responsible for placing the generator pad.

PART 2 PRODUCTS

2.1 PIPES AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.
 - 1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
 - 2. Wrought-Steel Welding Fittings: ASTM A 234/A 234M for butt welding and socket welding.
 - 3. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.
- B. PE Pipe: ASTM D 2513, SDR 11 for underground service.
 - 1. PE Fittings: ASTM D 2683, socket-fusion type or ASTM D 3261, butt-fusion type with dimensions matching PE pipe.
 - 2. PE Transition Fittings: Factory-fabricated fittings with PE pipe complying with ASTM D 2513, SDR 11; and steel pipe complying with ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.

3. Anodeless Service-Line Risers: Factory fabricated and leak tested.
 - a. Underground Portion: PE pipe complying with ASTM D 2513, SDR 11 inlet.
 - b. Casing: Steel pipe complying with ASTM A 53/A 53M, Schedule 40, black steel, Type E or S, Grade B with corrosion-protective coating covering.
 - c. Aboveground Portion: PE transition fitting.
 - d. Outlet shall be threaded or flanged or suitable for welded connection.
 - e. Tracer wire connection.
 - f. Ultraviolet shield.
 - g. Stake supports with factory finish to match steel pipe casing or carrier pipe.

2.2 PIPING SPECIALTIES

- A. Generator Set Flexible Connectors:
 1. As noted on plan schedules. Comply with ANSI Z21.24.
 2. Corrugated stainless-steel tubing with polymer coating.
 3. Operating-Pressure Rating: 1 psig.
 4. End Fittings: Zinc-coated steel.
 5. Threaded Ends: Comply with ASME B1.20.1.
 6. Length: 24" or as recommended by Manufacturer for application.

2.3 JOINING MATERIALS

- A. Joint Compound and Tape: Suitable for natural or LP gas.

2.4 MANUAL GAS SHUTOFF VALVES

- A. See "Aboveground Manual Gas Shutoff Valve Schedule" Articles for where each valve type is applied in various services.
- B. General Requirements for Metallic Valves, NPS 2 and Smaller: Comply with ASME B16.33.
 1. CWP Rating: 125 psig.
 2. Threaded Ends: Comply with ASME B1.20.1.
 3. Listing: Listed and labeled by an NRTL acceptable to authorities having jurisdiction for valves 1 inch (25 mm) and smaller.
 4. Service Mark: Valves 1-1/4 inches to NPS 2 shall have initials "WOG" permanently marked on valve body.
- C. Two-Piece, Full-Port, Bronze Ball Valves with Bronze Trim: MSS SP-110.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BrassCraft Manufacturing Company; a Masco company.
 - b. Conbraco Industries, Inc.; Apollo Div.
 - c. Perfection Corporation; a subsidiary of American Meter Company.
 - d. As approved
 2. Body: Bronze, complying with ASTM B 584.
 3. Ball: Chrome-plated bronze.
 4. Stem: Bronze; blowout proof.
 5. Seats: Reinforced TFE; blowout proof.
 6. Packing: Threaded-body packnut design with adjustable-stem packing.

7. Ends: Threaded
8. CWP Rating: 600 psig.
9. Listing: Valves NPS 1 and smaller shall be listed and labeled by an NRTL acceptable to authorities having jurisdiction.
10. Service: Suitable for gas service with "WOG" indicated on valve body.

2.5 LABELING AND IDENTIFYING OF UNDERGROUND SERVICE PIPING

- A. Detectable Warning Tape: Acid- and alkali-resistant PE film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored yellow.
- B. Tracer Wire: Install a 14 gauge solid copper tracer wire immediately adjacent to the underground piping and terminate above ground adjacent to each riser with an 18" coil.

2.6 LABELING AND IDENTIFYING OF ABOVE GRADE PIPING

- A. Label above grade natural gas piping at the generator using a UV resistant snap-on wrap-around marker such as Seton 'Setmark' marker.

PART 3 INSTALLATION

3.1 EXAMINATION

- A. Conduct utility locates and examine the site for other conflicts for underground piping system routing. Verify the location of piping risers at the meter and generator pad before pipe installation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 EARTHWORK

- A. Comply with requirements in Division 2 Section "Earthwork" for excavating, trenching, and backfilling.

3.3 OUTDOOR PIPING INSTALLATION

- A. Comply with NFPA 54 and the 2018 International Fuel Gas Code requirements for installation, testing, and purging of gas piping.
- B. Install underground gas piping buried at least 18 inches below finished grade. Comply with requirements in Division 2 Section "Earthwork" for excavating, trenching, and backfilling.
- C. Underground piping shall be HDPE as specified hereinbefore. Install underground piping according to ASTM D 2774.
- D. Joints for connection to inlets and outlets to regulators, and valves may be flanged or threaded to match the equipment.

- E. Install pressure gage tap fitting downstream from the service regulator and downstream of the generator riser isolation valve. Tap fittings shall be a tee fitting with 1/4" threaded cap or plug.

3.4 VALVE INSTALLATION

- A. Install manual gas shutoff valve at the meter set in the branch line serving the generator and another in the riser at the generator ahead of the flexible hose connection to the generator set.

3.5 PIPING JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints:
 - 1. Thread pipe with tapered pipe threads complying with ASME B1.20.1.
 - 2. Cut threads full and clean using sharp dies.
 - 3. Ream threaded pipe ends to remove burrs and restore full ID of pipe.
 - 4. Apply appropriate tape or thread compound to external pipe threads unless dryseal threading is specified.
 - 5. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- D. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
 - 1. Plain-End Pipe and Fittings: Use butt fusion.
 - 2. Plain-End Pipe and Socket Fittings: Use socket fusion.
- E. Sediment Traps: Install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

3.6 HANGER AND SUPPORT INSTALLATION

- A. Comply implicitly with any specific support details indicated on plans.
- B. Rigidly support metallic gas piping and riser at the generator from the generator pad using hot dip galvanized strut and clamps with stainless steel hardware.

3.7 LABELING AND IDENTIFYING

- A. Label above grade natural gas piping at the generator using a UV resistant snap-on wrap-around marker such as Seton 'Setmark' marker.
- B. Install detectable warning tape directly above gas piping, 8-12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.8 PAINTING

- A. Paint all exterior piping upstream and downstream of the meter/regulator set at the building and all exposed metallic piping at the generator riser/pad.
- B. Paint exposed, exterior metal piping and fittings and piping specialties, except components with factory-applied paint or protective coating using the following:
 - 1. Alkyd System: MPI EXT 5.1D.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel in gloss finish.
 - d. Color: Yellow unless otherwise directed by the Owner.

3.9 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Test, inspect, and purge piping according to NFPA 54, the 2018 International Fuel Gas Code and requirements of authorities having jurisdiction.
- C. Gas piping will be considered defective if it does not pass tests and inspections.
- D. Prepare and submit test and inspection reports.

3.10 OUTDOOR PIPING SCHEDULE

- A. Aboveground natural gas piping shall be constructed of the following:
 - 1. Schedule 40 steel pipe, malleable-iron threaded fittings and threaded joints. Paint pipe and fittings as specified hereinbefore.
- B. Underground natural gas piping shall be constructed of the following:
 - 1. PE pipe and fittings joined by heat-fusion; service-line risers with tracer wire terminated at each riser in an accessible location.

3.11 ABOVEGROUND MANUAL GAS SHUTOFF VALVE SCHEDULE

- A. Valves for pipe at service regulator, branch takeoffs and appliance isolation shall be the following:
 - 1. Two-piece, full port, bronze ball valves with bronze trim.

END OF SECTION

DIVISION 26 - ELECTRICAL

SECTION 260000

GENERAL PROVISIONS FOR ELECTRICAL WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 BIDDING

- A. The Contractor shall provide labor, materials, equipment, items, articles, operations, and methods listed, shown, scheduled, or mentioned on the drawings, and/or specified, including all incidentals required for their completion.
- B. The Contractor shall refer to the General part of these specifications, such as Instructions to Bidders, Special Conditions and DIVISION 01 for restrictions covering time that work can be performed in certain areas, noisy and dusty operations, sequence of work, access to restricted areas and similar types of work and operations.

1.3 SUBSTITUTIONS

- A. Most items in this DIVISION are eligible for substitution in accordance with the General Conditions and Supplements hereto. Where a proprietary specification is written for a particular item, then only that item may be used. The final decision as to acceptability rests with the Engineer.
- B. When the Engineer deems it necessary to assure satisfactory installation and compatibility with other equipment, piping, ductwork, electrical provisions and other appurtenances, the Contractor shall prepare scale drawings of the substitute item showing proposed location, connections, relation to other equipment and other pertinent data such as maintenance space requirements, electrical requirements, height and weight. Drawings must receive Engineer's approval before the substitution is made.
- C. It is the Contractor's responsibility that the substitute item shall fit into the space allocated and that the item can be installed and function as intended. Should changes in the work of any Contractor become necessary as a result of any substitute item under this DIVISION, such changes shall be arranged and paid for by this Contractor.
- D. Capacities of substitute items shall not be less than that of the specified item.
- E. The performance of the factory representative and supplier on past work will be a consideration in the approval process of substitute items.

1.4 CODES, REGULATIONS AND PERMITS

- A. All materials and equipment shall be new, approved by Underwriters' Laboratories, Inc., Factory Mutual Research Corporation or other nationally recognized testing organization or by the local inspection authority, and be in new, undamaged condition when installed.
- B. All materials and equipment shall comply with the National Electrical Code, National Electrical Safety Code, Uniform Building Code, and all other applicable Federal, State, City and County codes, regulations and ordinances.
- C. The Contractor must obtain and arrange for all permits and approvals required for the execution of the work.

1.5 INTENT OF DRAWINGS

- A. Riser diagrams and other diagrams are schematic only and not to scale. They are intended only to indicate sizes or relative arrangement of conduit and equipment shown elsewhere in plan view.
- B. The drawings and specifications are intended to supplement each other and any details contained in one and not the other shall be included as if contained in both. Items not specifically mentioned in the specifications or noted on the drawings, but which are necessary to make a complete working installation shall be included.

1.6 WORKMANSHIP

- A. Work to be accomplished by workmen skilled in the particular trade, in conformance with best practices and to meet all applicable codes.
- B. Owner's representative decides when work is satisfactory. Contractor shall replace materials or equipment not properly installed or finished, without an increase in cost.

1.7 RESPONSIBILITY

- A. The Contractor is responsible for installation of satisfactory and complete piece of work in accordance with true intent of drawings and specifications.
- B. Consult all drawings for project to predetermine that work and equipment will fit as planned.
- C. Location of conduit, panels, outlets, equipment, switches, etc., checked to determine it clears openings, structural members, cabinets, heating units, ducts, piping, telephone equipment and equipment having fixed locations. This check-out done prior to rough-in.
- D. If, at any time, and in case, change in location of conduit, outlets fixtures, switches, panels, equipment, etc., become necessary due to obstacles or installation of other trades shown on any of the project drawings, such required changes made by Contractor at no extra cost.

- E. By the act of submitting a bid, this Contractor shall be deemed to have:
 - 1. Examined all drawings and specifications which are a part of this project.
 - 2. Made proper allowances for coordination with other trades and the Government.
 - 3. Provided for the requirement to work with other contractors.
 - 4. Considered the complexity, scheduling and all other special and unusual circumstances involved which this Contractor has determined to be connected with this project.
 - 5. Make an affirmative statement that this Contractor has read the documents, he understands their meaning and intent, he is able to install the work in the manner shown and satisfactory to the Engineer and that he is willing and able to execute the work of this Division 16 in accordance with the requirements, restrictions and limitations stated or implied in these construction documents.

1.8 DELIVERY AND STORAGE OF MATERIALS

- A. Make provisions acceptable to the Owner's representative for delivery and storage of materials. Materials shall not be stored within the building unless specifically authorized by Owner's representative.
- B. Make provisions for introduction into the building of equipment furnished under this DIVISION.

1.9 MANUFACTURER'S DIRECTIONS

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

1.10 CUTTING, PATCHING, REPAIRING

- A. Cutting, patching and repairing required by the work of this DIVISION shall be the responsibility of this Contractor.
- B. Work shall be performed in accordance with DIVISION 1, GENERAL REQUIREMENTS, of these specifications.
- C. The performance of this work shall not weaken the structural integrity of the building.
- D. Any abrasion or disfigurement of the finished work or any portion of the building where any such abrasion or disfigurement is caused by the activities of the contractor shall be repaired and neatly refinished to match the adjacent work.

1.11 OPENINGS IN RACEWAYS AND BOXES

- A. Openings in conduit, boxes, etc., kept closed during progress of work.
- B. The Contractor required to clean new systems found dirty to satisfaction of the Owner's representative at no additional cost.

1.12 CLEANUP

- A. Upon completion of daily work (or more often if necessary), remove materials, scraps, etc., relative to this work and leave premises in clean and orderly condition. Any work which creates dust or dirt shall be performed with a shop type vacuum cleaner so as to prevent any dust or dirt contamination of the space and switch or equipment. This includes drilling of holes for equipment installation.
- B. Clean equipment of dirt and debris, including panelboards, disconnects, outlet boxes, lighting fixtures, and fixture lenses.

1.13 SAMPLES

- A. The Contractor shall submit actual production samples on any material or equipment requested if, in the Engineer's opinion, it is necessary in order to determine the quality, workmanship, operation, etc., of the item.
- B. Samples will be returned to the Contractor. Approved samples may be used on the job.
- C. Costs incurred in providing and returning samples will be the responsibility of the Contractor.

1.14 TEMPORARY SERVICES

- A. See DIVISION 1 - GENERAL REQUIREMENTS for Temporary Facilities.

1.15 FIRE PROTECTION

- A. Raceway penetrations of all fire partitions, walls and floors shall be effectively fire-stopped to equal the fire rating of the floor or partition using materials and methods UL approved and tested to meet all conditions of ASTM E119, UL 1479 and ASTM E 814 tests. One such material is Carborundum bulk "Fiberfrax" fiber packing for filling the annular space between pipe and sleeve or hole and Fiberfrax LDS moldable caulking for sealing in the fiber packing. Other acceptable materials are Dow Corning 3-6548 Silicon RTV foam firestop system, General Electric 'Pensil' 851 system or U.S.G. fire code compound and Thermafire.
- B. Construction of permanent bracing, framing, roof curbs and platforms or other structures which utilize wood construction shall be fabricated from fire resistant treated materials or shall be otherwise protected by approved fire-resistant materials.

1.16 EQUIPMENT MOUNTING

- A. Floor Mounting
 - 1. Concrete bases 4" high with chamfered edges shall be provided under floor-mounted equipment such as switchboards, transformers, and motor control centers where bases are called out or indicated on the drawings.
 - 2. Floor-mounted equipment shall be secured to the concrete bases with steel anchor bolts preset in the concrete base. Anchor bolts and anchoring shall be capable of resisting horizontal and vertical earthquake forces as required in the

Uniform Building Code, Section 2312. Where spring-type vibration mounts are required, they shall be secured to the concrete bases and, in addition, the equipment restrained whereby the equipment is free to vibrate but cannot move from the base.

B. Wall Mounting

1. Wall-mounted equipment, such as panelboards, shall be securely fastened to the wall using appropriate fasteners such as toggle bolts, expansion bolts, etc.

1.17 COMPLETION AND TESTS

- A. Complete and test each system and leave in proper operation.
- B. Coordinate requirements with specification section 017900, Demonstration and Training.

1.18 OPERATING INSTRUCTIONS

- A. The Contractor shall provide qualified personnel to instruct the Owner's maintenance people in the operation and maintenance of the system.
- B. Written operation and maintenance instructions, as produced by the manufacturer, shall be provided for all equipment. These instructions shall be bound and submitted as described in Part 2, below.

1.19 REMODELING WORK

- A. Wherever existing electrical wire, conduit, controls, circuits, etc., are cut into, removed, interrupted, as a result of the remodeling, all such items that serve areas or equipment that remain shall be rerouted, extended, relocated, etc., as necessary to maintain operation of equipment and services.
- B. Downtime shall be held to a minimum. Outages shall be scheduled at a time acceptable to and approved by the Owner. Consult with Owner in sufficient time for him to make necessary preparations for the outage.
- C. Demolition
 1. Refer to the drawings for execution of demolition.
 2. All existing equipment and material removed and not scheduled for reinstallation shall remain the property of the Owner and shall be delivered to a designated stockpile area on the site by the Contractor. Materials not wanted by the Owner shall be removed from the site by the Contractor.
- D. Asbestos Awareness
 1. If suspect asbestos materials are encountered, the contractor shall cease work in that area and inform the owner of his suspicions and will not proceed with work until such time that a determination can be made on how to proceed.

1.20 SITE INVESTIGATION

- A. The Contractor shall be cognizant that this is a remodeling project and as such, certain items cannot be fully illustrated nor explained without field observation. Therefore, before submitting his proposal, the Contractor should examine the site and building as it pertains to this Project and make allowances in this proposal for all conditions that will affect the work indicated in the Project manual and contract documents.

1.21 RECORD DRAWINGS

- A. Maintain a separate set of electrical drawings at the job site at all times to be used as record drawings. This set shall be kept up to date with all changes and/or additions in the construction and/or electrical systems, and shall be delivered to the Owner's representative at the completion of this job. This set of drawings shall be kept clean and protected at all times.

PART 2 SUBMITTALS AND OPERATION AND MAINTENANCE MANUAL

2.1 GENERAL

- A. Refer to Section 013000 for Submittal and Shop Drawing requirements.
- B. Refer to Section 017823 for Operation and Maintenance Manual requirements.

END OF SECTION

SECTION 260519

POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control test reports.

PART 2 PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70.
- B. Conductor Insulation: Comply with NEMA WC 70 for Types THW, THHN/THWN, XHHW, UF, USE and SO.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- B. Cable size #6 or larger shall use lugs or approved connectors.
- C. Conductors #8 and smaller, use solderless connector similar to Ideal Industries 'Wing Nut' twist on connector.

PART 3 EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Type THHN-THWN, single conductors in raceway.
- B. Type MC prewired flexible metallic cable shall not be permitted, except for light fixture whips, not to exceed 6 feet in length.

3.3 IDENTIFICATION OF CONDUCTORS

- A. Color Code conductors with the following table.

SYSTEM VOLTAGE	ØA	ØB	ØC	Neutral	Ground
120/208 Wye	Black	Red	Blue	White	Green
277/480 Wye	Brown	Orange	Yellow	Gray	Green

- B. Circuits run and numbered to agree with drawings. Combining of circuits other than what is shown on the drawings is not acceptable with approval.

3.4 INSTALLATION OF CONDUCTORS AND CABLES

- A. Splices in new feeders not permitted. Splices in existing feeders allowed, when indicated on drawings.
- B. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- G. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.5 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Division 26 Section "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, Perform an insulation resistance test on all feeder conductors installed under this contract, including neutrals, using a megohmmeter. Apply 1,000 volts DC to each conductor and maintain for one minute. Minimum value for each conductor shall be 100 megohms at 60 degrees F. Insulation test is to be made between conductors and between conductors and ground.
- C. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
- D. Remove and replace failed conductors and retest as specified above.

END OF SECTION

SECTION 260529

HANGERS AND SUPPORTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
- B. Shop Drawings. Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.

1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.

1.6 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

PART 2 PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 4. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.

- 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

PART 3 EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch) in diameter.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, raceways may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 1. To Wood: Fasten with lag screws or through bolts.
 2. To New Concrete: Bolt to concrete inserts.

3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 4. To Existing Concrete: Expansion anchor fasteners.
 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 6. To Light Steel: Sheet metal screws.
 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03
- C. Anchor equipment to concrete base.
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.4 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 260533
RACEWAYS AND BOXES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Surface raceways.
 - 6. Boxes, enclosures, and cabinets.
 - 7. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. ARC: Comply with ANSI C80.5 and UL 6A.
- D. IMC: Comply with ANSI C80.6 and UL 1242.

- E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch minimum.
- F. EMT: Comply with ANSI C80.3 and UL 797.
- G. FMC: Comply with UL 1; zinc-coated steel
- H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel
 - b. Type: Setscrew or compression.
 - c. Connectors shall be watertight in wet location and concrete tight in concrete and masonry.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Provide insulated bushings type B, SB or SBT as required.
- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: Type EPC-40-PVC complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. LFNC: Comply with UL 1660.
- F. Rigid HDPE: Comply with UL 651A.
- G. Continuous HDPE: Comply with UL 651B.
- H. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.

- I. RTRC: Comply with UL 1684A and NEMA TC 14.
- J. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- K. Fittings for LFNC: Comply with UL 514B.
- L. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- M. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, NEMA type per drawings or as required by area being installed. Size according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Wireway Covers: Screw-cover type unless otherwise indicated.
- D. Finish: Manufacturer's standard enamel finish.

2.4 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Prime coated, ready for field painting.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Hubbell.
 - b. Wiremold / Legrand.
 - c. Tele-Power Poles:
 - 1. Provide poles as specified on drawings.
 - 2. Fittings and Accessories: Dividers, end caps, covers, cutouts, wiring harnesses, devices, mounting materials, and other fittings shall match and mate with tele-power pole as required for complete system.

2.5 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- D. Metal Floor Boxes:
 - 1. Material: Cast metal or sheet metal.
 - 2. Type: Fully adjustable.
 - 3. Shape: Rectangular.
 - 4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep
- I. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Fiberglass
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- J. Cabinets:
 - 1. NEMA 250, Type as specified or required by area, with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
 - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.6 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.

2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: EMT
 3. Underground Conduit: Schedule 40 PVC (RNC) or as noted on drawings
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or Type 4.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT
 3. Exposed and Subject to Severe Physical Damage: GRC.
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 6. Damp or Wet Locations: GRC.
 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 in damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Division 26 Section "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 1 inch of concrete cover in all directions.
 - 4. Do not embed thread less fittings in concrete unless specifically approved by Architect for each specific location.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- L. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section.
- M. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations.

- N. Mount boxes at 48" for switches, 15" for receptacles or as indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- O. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- P. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Q. Locate boxes so that cover or plate will not span different building finishes.
- R. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- S. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- T. Set metal floor boxes level and flush with finished floor surface.
- U. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 2 Section "Earthwork" for pipe less than 6 inches in nominal diameter.
 2. Install backfill as specified in Division 2 Section "Earthwork".
 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 2 Section "Earthwork."
 4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
 5. Underground Warning Tape: Comply with requirements in Division 26 Section "Identification for Electrical Systems."

3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

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

3.5 FIRESTOPPING

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

3.6 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

SECTION 260553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Equipment identification labels.
 - 6. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.4 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 PRODUCTS

2.1 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Write-On Tags: Polyester tag, 0.015-inch-thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.2 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils) thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- E. Write-On Tags: Polyester tag, 0.015-inch-thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.3 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
 - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
 - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE,

3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE

2.4 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch

2.5 CABLE TIES

- A. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 1. Minimum Width: 3/16 inch
 2. Tensile Strength at 73 deg F According to ASTM D 638: 12,000 psi (
 3. Temperature Range: Minus 40 to plus 185 deg F (olor: Black.
- B. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one-piece, self-locking.
 1. Minimum Width: 3/16 inch
 2. Tensile Strength at 73 deg F According to ASTM D 638: 7000 psi
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F
 5. Color: Black.

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- G. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.

3.2 IDENTIFICATION SCHEDULE

- A. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil 4-inch- wide black stripes on 10-inch centers over orange background that extends full length of raceway or duct and is 12 inches wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch high black letters on 20-inch centers. Stop stripes at legends. Apply to the following finished surfaces:
 - 1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
 - 2. Wall surfaces directly external to raceways concealed within wall.
 - 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- B. Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase Identification, 600 V or Less: Use color coding for ungrounded service and feeder conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG,.
 - b. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

- C. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use write-on tags nonmetallic plastic tag holder with adhesive-backed phase tags,
- D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- G. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label Unless otherwise indicated, provide a single line of text with 1/2-inch- -) high letters on minimum 2 -inch- high label. Provide higher labels for more than 2 lines of text.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 - 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated label.
 - b. Enclosures and electrical cabinets.
 - c. Automatic Transfer Switches.
 - d. Enclosed switches.
 - e. Enclosed circuit breakers.
 - f. Enclosed controllers.

END OF SECTION

SECTION 262416

PANELBOARDS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.
 - 3. Load centers.
 - 4. Electronic-grade panelboards.

1.3 SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Include evidence of NRTL listing for series rating of installed devices.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle and prepare panelboards for installation according to NEMA PB 1.

1.6 COORDINATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces.
- B. Enclosures:
 - 1. Rated for environmental conditions at installed location.
 - 2. Gutters and wire bending spaces sized to NEC requirements.
 - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
 - 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
 - 5. Finishes:
 - a. Panels and Trim: galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Galvanized steel.
 - c. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.
 - 6. Directory Card: Inside panelboard door, mounted in transparent card holder.
- C. Phase, Neutral, and Ground Buses:
 - 1. Material: Tin-plated aluminum
 - 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
 - 3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
- D. Service Equipment Label: NRTL labeled for use as service equipment for panelboards or load centers with one or more main service disconnecting and overcurrent protective devices.
- E. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- F. Panelboard Short-Circuit Current Rating: Provide per the panel schedules, fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 DISTRIBUTION PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc, Powline; 4B series
 - 2. General Electric Company; CCB series
 - 3. Siemens; S2/S5 Series
 - 4. Square D; I-Line
- B. Panelboards: NEMA PB 1, power and feeder distribution type.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc.; Powline 1/3
 - 2. General Electric Company; AQ/AE
 - 3. Siemens; S1/S2/S3
 - 4. Square D; NQOD/NF
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- E. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: products to be the same manufacturer as panelboard manufacturer.
- B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
 - 1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 - 3. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replicable electronic trip; and the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long- and short-time time adjustments.
 - d. Ground-fault pickup level, time delay, and I₂t response.
 - 4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.

5. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
6. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).
7. Arc-Fault Circuit Interrupter (AFCI) Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
8. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
 - d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
 - e. Communication Capability: Circuit-breaker-mounted communication module with functions and features compatible with power monitoring and control system specified in Division 26 Section "Electrical Power Monitoring and Control."
 - f. Shunt Trip: 120 V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
 - g. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
 - h. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.5 GENERAL REQUIREMENTS

- A. Each panel shall have a ground bus.
- B. Multi-pole breakers shall be common trip, single handle with internal trip.
- C. Dead front type, voltage characteristics as noted, stainless steel or laminated nameplate.
- D. Circuiting, circuit numbering and panel layout to be as indicated.
- E. Panels, mains, feeder location, mounting, size and number of breakers to be as indicated.
- F. Provide breakers of size noted in spaces marked "spare".
- G. Make provisions including mounting hardware and buss straps for breakers to be mounted in spaces marked "provision" or "space".
- H. When required by a special application, such as dimmer and motor circuits, the branch circuit breaker shall be specially rated for that service.
- I. Trim covers to be hinged door-in-door construction.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.
- B. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install panelboards and accessories according to NEMA PB 1.1.
- B. Equipment Mounting: Install panelboards on concrete bases, 4-inch nominal thickness when rated for floor mounting.
- C. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- D. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- E. Install filler plates in unused spaces.
- F. Where recessed in finished wall, stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future.
- G. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.3 IDENTIFICATION

- A. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- B. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
- C. On exterior of panelboard, provide laminated plastic nameplates 3" wide by 1-1/4" high with 1/4" letters on each panel and contactor panel, giving panel letter and current characteristics, source of feed and size of feed. State use of each contactor, where not obvious

Example: PANEL B
 120/208 VOLTS, 330/, 4W
 MDB-1 #3/0

- D. Device Nameplates: Label each branch circuit device in distribution panelboards with a laminated nameplate.
- E. Circuit breakers for Fire Alarm Control Panel branch circuits, shall have permanent red marking and identified as "FIRE ALARM CIRCUIT".

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Perform visual and mechanical inspection.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.5 ADJUSTING

- A. Adjust moving parts and operable component to function smoothly and lubricate as recommended by manufacturer.

END OF SECTION

SECTION 262826

ENCLOSED TRANSFER SWITCHES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes transfer switches in individual enclosures.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA ICS 10 - Industrial Control and Systems: AC Transfer Switch Equipment.
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. Underwriters Laboratories Inc.:
 - 1. UL 1008 - Transfer Switch Equipment.

1.3 SUBMITTALS

- A. Per Division 1: Submittal procedures.
- B. Product Data: Submit catalog sheets showing voltage, switch size, ratings and size of switching and overcurrent protective devices, operating logic, short circuit ratings, dimensions, and enclosure details.

1.4 CLOSEOUT SUBMITTALS

- A. Per Division 1: Closeout procedures.
- B. Project Record Documents: Record actual locations of enclosed transfer switches.
- C. Operation and Maintenance Data: Submit routine preventative maintenance and lubrication schedule. List special tools, maintenance materials, and replacement parts.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum ten years documented experience, and with service facilities within 250 miles of Project.
- B. Supplier: Authorized distributor of specified manufacturer with minimum ten years documented experience.

1.6 MAINTENANCE SERVICE

- A. Furnish service and maintenance of transfer switches for five years from Date of Substantial Completion.

PART 2 PRODUCTS

2.1 AUTOMATIC TRANSFER SWITCH (2 required)

- A. Manufacturers:
 - 1. ASCO
 - 2. Generac
 - 3. Cummins
 - 4. Kohler
 - 5. Caterpillar
 - 6. Or approved equal.
- B. Product Description: NEMA ICS 10, automatic transfer switch.
- C. Configuration: Electrically operated, mechanically held transfer switch.
- D. Rating: 277/480 volt , 3 phase, 4 wire, 60 Hz, 3-pole. Ampere and quantity as listed below.
 - 1. Two 100 amp rated, 3 pole, NEMA 1 Enclosure (higher ampacities are allowed).
- E. Service Conditions: NEMA ICS 10.
 - 1. Temperature: 120 degrees F.
 - 2. Elevation: 5,000 feet above sea level.
- F. The generator backup power system will not be considered a separately derived system. The neutral conductors for the ATS shall be solidly connected. Provide ATS with 100 percent fully rated neutral conductor plate and 100 percent fully rated connectors.
- G. Product Features:
 - 1. The automatic transfer switch shall be furnished by the manufacturer of the engine-generator set so as to maintain system compatibility and local service responsibility for the complete emergency power system. It shall be listed by Underwriter's Laboratory, Standard 1008 with fuse or circuit breaker protection. Representative production samples of the transfer switch supplied shall have demonstrated through tests the ability to withstand at least 10,000 mechanical operation cycles. One operation cycle is the electrically operated transfer from normal to emergency and back to normal. Wiring must comply with NEC table 312.6. The manufacturer shall furnish schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system.
 - 2. The automatic transfer switch shall be a 3 pole design as rated on drawings, 277/480 volt, continuous operation in ambient temperatures of -20 degrees Fahrenheit (-30 degrees Celsius) to +140 degrees Fahrenheit (+60 degrees Celsius). Main power switch contacts shall be rated for 600 V AC minimum. The transfer switch supplied shall have a minimum withstand and closing rating when

fuse protected of 200,000 amperes. Where the line side over-current protection is provided by circuit breakers, the short circuit withstand and closing rating amperes RMS as shown on drawing. These RMS symmetrical fault current ratings shall be the rating listed in the UL listing or component recognition procedures for the transfer switch. All withstand tests shall be performed with the over-current protective devices located external to the transfer switch.

3. The transfer switch shall be double throw construction, positively electrically and mechanically interlocked to prevent simultaneous closing and mechanically held in both normal and emergency positions. Independent break before make action shall be used to positively prevent dangerous source to source connections. When switching the neutral, this action prevents the objectionable ground currents and nuisance ground fault tripping that can result from overlapping designs. The transfer switch shall be approved for manual operation. The electrical operating means shall be by electric solenoid. Every portion of the contactor is to be positively mechanically connected. No clutch or friction drive mechanism is allowed, and parts are to be kept to a minimum. This transfer switch shall not contain integral over-current devices in the main power circuit, including molded case circuit breakers or fuses. Return to Normal Switch: Mount in cover of enclosure to initiate manual transfer from alternate source to normal source.
4. The transfer switch electrical actuator shall have an independent disconnect means to disable the electrical operation during manual switching. Maximum electrical transfer time in either direction shall be 160 milliseconds, exclusive of time delays. Main switch contacts shall be high pressure silver alloy with arc chutes to resist burning and pitting for long life operation.
5. All control equipment shall be mounted on the inside of the cabinet door in a metal lockable enclosure with transparent safety shield to protect all solid state circuit boards. This will allow for ease of service access when main cabinet lockable door is open, but to prevent access by unauthorized personnel. Control boards shall have installed cover plates to avoid shock hazard while making control adjustments. The solid state voltage sensors and time delay modules shall be plug-in circuit boards with silver or gold contacts for ease of service.

H. Automatic Sequence of Operation:

1. A solid state under-voltage sensor shall monitor all phases of the normal source and provide adjustable ranges for field adjustments for specific application needs. Pick-up and drop-out settings shall be adjustable from a minimum of 70% to a maximum of 95% of nominal voltage. A utility sensing interface shall be used, stepping down system voltage to 24VAC, helping to protect the printed circuit board from voltage spikes and increasing personnel safety when troubleshooting.
2. Signal the engine-generator set to start in the event of a power interruption. A set of contacts shall close to start the engine and open for engine shutdown. A solid state time delay start, adjustable, .1 to 10 seconds, shall delay this signal to avoid nuisance start-ups on momentary voltage dips or power outages.
3. Transfer the load to the engine-generator set after it reached proper voltage, adjustable from 70-90% of system voltage, and frequency, adjustable from 80-90% of system frequency. A solid state time delay, adjustable from 5 seconds to 3 minutes, shall delay this transfer to allow the engine-generator to warm-up before application of load. There shall be a switch to bypass this warm-up timer when immediate transfer is required.

4. Retransfer the load to the line after normal power restoration. A return to utility timer, adjustable from 1-30 minutes, shall delay this transfer to avoid short term normal power restoration.
5. The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred. Controls shall provide an automatic retransfer of the load from emergency to normal if the emergency source fails with the normal source available.
6. Signal the engine-generator to stop after the load retransfers to normal. A solid state engine cool-down timer, adjustable from 1-30 minutes, shall permit the engine to run unloaded to cool-down before shutdown. Should the utility power fail during this time, the switch will immediately transfer back to the generator.
7. Provide an engine minimum run timer, adjustable from 5-30 minutes, to ensure an adequate engine run period.
8. The transfer switch shall have a time delay neutral feature to provide a time delay, adjustable from 0-120 seconds, during the transfer in either direction, during which time the load is isolated from both power sources. This allows residual voltage components of motors or other inductive loads (such as transformers) to decay before completing the switching cycle. A switch will be provided to bypass all transition features when immediate transfer is required.
9. The transfer switch shall have an in-phase monitor which allows the switch to transfer between live sources if their voltage waveforms become synchronous within 20 electrical degrees within 10 seconds of transfer initiation signal. A switch must be provided to bypass this feature if not required.
10. If the in-phase monitor will not allow such a transfer, the control must default to time delay neutral operation. Switches with in-phase monitors which do not default to time delay neutral operation are not acceptable.
11. Front mounted controls shall include a selector switch to provide for a NORMAL TEST mode with full use of time delays, FAST TEST mode which bypasses all time delays to allow for testing the entire system in less than one minute, or AUTOMATIC mode to set the system for normal operation.
12. Provide bright lamps to indicate the transfer switch position in either UTILITY (white) or EMERGENCY (red). A third lamp is needed to indicate STANDBY OPERATING (amber). These lights must be energized from utility or the engine-generator set.
13. Provide manual operating handle to allow for manual transfer. This handle must be mounted inside the lockable enclosure so accessible only by authorized personnel.
14. Provide a maintenance disconnect switch to prevent load transfer and automatic engine start while performing maintenance. This switch will also be used for manual transfer switch operation.
15. Provide LED status lights to give a visual readout of the operating sequence. This shall include utility on, engine warm-up, standby ready, transfer to standby, in-phase monitor, time delay neutral, return to utility, engine cool-down and engine minimum run. A "signal before transfer" lamp shall be supplied to operate from optional circuitry.
16. Engine Exerciser: Provide generator exerciser with adjustable settings to start engine every 7 days; run for 20 minutes before shutting down. Bypass exerciser control when normal source fails during exercising period. System shall provide the ability to exercise either with, or without load.
17. Include signal before transfer contacts.
18. Include (2) auxiliary switch position contact.

- I. Enclosure:
 - 1. Enclosure: NEMA type 1.
 - 2. Finish: Manufacturer's standard gray enamel.

2.2 SOURCE QUALITY CONTROL

- A. Furnish shop inspection and testing of each transfer switch.

2.3 WARRANTY

- A. Transfer switch shall be covered for **5 years** from the initial commissioning date of the generator system. To include parts, labor and travel. Transfer switch warranty shall be included in the warranty for the engine generator system.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install housekeeping pads, per manufacturer's recommendation.
- B. Install engraved plastic nameplates in accordance with Section 260553.

3.2 MANUFACTURER'S FIELD SERVICES

- A. Per Division 1: Manufacturers' field services.
 - 1. A factory certified technician shall commission transfer switch in conjunction with the engine generator system.
- B. Check out transfer switch connections and operations and place in service.

3.3 ADJUSTING

- A. Per Division 1: Testing, adjusting, and balancing.
- B. Adjust control and sensing devices to achieve specified sequence of operation.

3.4 DEMONSTRATION AND TRAINING

- A. Demonstrate operation of transfer switch in normal, and emergency modes.

END OF SECTION

SECTION 263213

NATURAL GAS GENERATOR

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes packaged engine-generator sets for optional standby power supply with the following features:
 - 1. Natural Gas
 - 2. Unit-mounted cooling system.
 - 3. Unit-mounted control and monitoring.
 - 4. Performance requirements for sensitive loads.
 - 5. Fuel system.
 - 6. Outdoor enclosure.
- B. Related Requirements:
 - 1. Section 262826 - Transfer Switches.

1.3 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA AB 1 – Molded Case Circuit Breakers and Molded Case Switches.
 - 3. NEMA ICS 10 – Industrial Control Systems: AC Transfer Switch Equipment.
 - 4. NEMA MG 1 – Motors and Generators.
- B. International Electrical Testing Association:
 - 1. NETA ATS – Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. National Fire Protection Association:
 - 1. NFPA 30 – Flammable and Combustible Liquids Code.
 - 2. NFPA 110 – Standard for Emergency and Standby Power Systems.

1.4 DEFINITIONS

- A. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.
- B. EPS: Emergency power supply.
- C. EPSS: Emergency power supply system.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 - 2. Include thermal damage curve for generator.
 - 3. Include time-current characteristic curves for generator protective device.
 - 4. Include fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75 and 1.0 times generator capacity.
 - 5. Include generator efficiency at 0.8 power factor at 0.5, 0.75 and 1.0 times generator capacity.
 - 6. Include air flow requirements for cooling and combustion air in cfm at 0.8 power factor and rated load. Testing shall be performed per ISO3046 standards. Provide drawings showing requirements and limitations for location of air intake and exhausts.
 - 7. Include generator characteristics, including, but not limited to kw rating, efficiency, reactances, and short-circuit current capability.
- B. Shop Drawings:
 - 1. Include plans and elevations for engine-generator set and other components specified. Indicate access requirements affected by height of subbase fuel tank.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, center of gravity of full assembly, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Identify fluid drain ports and clearance requirements for proper fluid drain.
 - 4. Design calculations for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
 - 5. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include base weights.
 - 6. Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams showing terminal markings for EPS equipment and functional relationship between all electrical components.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installer, supplier and manufacturer.
 - 1. Statement of quality from manufacturer detailing acceptance as an ISO9001 manufacturer.
 - 2. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 20 years documented experience.
 - 3. Supplier: Authorized distributor of specified manufacturer with minimum ten years documented experience with factory certified technicians and service facility within 250 miles of the project.
- B. Source quality-control reports, including, but not limited to the following:
 - 1. Certified summary of prototype-unit test report.
 - 2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
 - 3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.

4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
 5. Report of sound generation.
 6. Report of exhaust emissions showing compliance with applicable regulations.
 7. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- C. Field quality-control reports.
- D. Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals.
1. Include the following:
 - a. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
 - b. Operating instructions laminated and mounted adjacent to generator location.
 - c. Training plan.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer accepted as an ISO9001 manufacturer.
- B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved by manufacturer.

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
1. Warranty Period: **5 years** from date of system commissioning by authorized dealer. Warranty to include parts, labor and travel per the manufacturer's published documents. Warranty shall be inclusive of all components of the emergency system to include the automatic transfer switch. Maintenance items such as batteries, belts and hoses are excluded.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide gas generator set, rated **277/480 volt, 3-phase, 60 Hz, 60 kW** rating or as shown on the plan drawings. Generator must be fully rated at site elevation.
- B. Approved Manufacturers:
1. Cummins
 2. Generac
 3. Kohler

- 4. Caterpillar
- 5. MTU
- C. Source Limitations: Obtain packaged generator system, transfer switch and auxiliary components through one source from a single manufacturer. Generator set shall be standard offering from manufacturer. No special ratings will be permitted.
- D. Engineering changes resulting from the substitution of another product will be the responsibility of the electrical contractor.

2.2 PERFORMANCE REQUIREMENTS

- A. NFPA Compliance:
 - 1. Comply with NFPA 37.
 - 2. Comply with NFPA 70.
 - 3. Comply with NFPA 110 requirements for Level 2 emergency power supply system.
- B. UL Compliance: Comply with UL 2200/CSA.
- C. Engine Exhaust Emissions: Comply with EPA Tier requirements and applicable state and local government requirements.
- D. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.
- E. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: Minus 30 to plus 120 deg F.
 - 2. Relative Humidity: Zero to 95 percent.
 - 3. Elevation: 5,000 feet.

2.3 ASSEMBLY DESCRIPTION

- A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. EPSS Class: Engine-generator set shall be classified as a Class 2 in accordance with NFPA 110.
- D. Governor: Adjustable isochronous, with speed sensing.
- E. Emissions: Comply with EPA Tier and local requirements for standby generation.

- F. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.
 - 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.
- G. Capacities and Characteristics:
 - 1. Power Output Ratings: Nominal ratings as indicated at 0.8 power factor excluding power required for the continued and repeated operation of the unit and auxiliaries.
 - 2. Output Connections: Three-phase, four wire.
 - 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of components. Nameplate shall be in accordance with NFPA70.
- H. Generator-Set Performance:
 - 1. Oversizing alternator compared with the rated power output of the engine is permissible to meet specified performance.
 - 2. Steady-State Voltage Operational Bandwidth: 1 percent of rated output voltage from no load to full load.
 - 3. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step- load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 5 seconds.
 - 4. Steady-State Frequency Operational Bandwidth: Plus or minus 0.25 percent of rated frequency from no load to full load.
 - 5. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
 - 6. Transient Frequency Performance: Less than 5-Hz variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within 5 seconds.
 - 7. Output Waveform: At no load, harmonic content measured line to neutral shall not exceed 2 percent total with no slot ripple. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
 - 8. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to winding insulation or other generator system components.
 - 9. Block Load Performance: per NFPA110, the unit shall be able to fully recover from a 100% block load.
 - 10. Excitation System: Performance shall be unaffected by 10% total voltage distortion (THD) caused by nonlinear load.
 - a. Provide permanent magnet excitation (PMG) for power source to voltage regulator.
 - 11. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.4 ENGINE

- A. Fuel: Natural Gas

1. Provide all accessories, to include solenoid valve, piping, and regulator, factory provided and installed.
- B. Engine Rating: Prime mover shall have adequate horsepower to meet the specified kW at the specified site altitude and temperatures.
- C. Lubrication System: The following items are mounted on engine or skid:
1. Filter and Strainer: Per manufacturer recommendations.
 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator- set mounting frame and integral engine-driven coolant pump.
1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Cooling System Sizing: Sized to adequately cool the generator set, including aftercooler, without de-rate to an ambient temperature of 122 deg F (50 deg C). Maximum external restriction shall be no greater than 0.5 inch (12.7 mm) of water column.
 3. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 4. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 5. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 6. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - a. Rating: 50-psig (345-kPa) maximum working pressure with coolant at 180 deg F (82 deg C), and noncollapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- E. Air-Intake Filter: Engine-mounted air cleaner with replaceable dry-filter element.
- F. Starting System: 12V electric, with negative ground.
1. Components: Sized so they are not damaged during a full engine-cranking cycle with ambient temperature at maximum specified.
 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 3. Cranking Cycle: As required by NFPA 110 for system level specified.
 4. Battery: Lead acid, certified to meet NFPA 110, with capacity within ambient temperature range, as specified, to provide specified cranking cycle at least twice without recharging.
 5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.

6. Battery Compartment: Factory fabricated of metal with acid-resistant finish. Include accessories required to support and fasten batteries in place.
7. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and continuous rating adequate for batteries provided.
8. Battery Charger: Current-limiting, automatic-equalizing and float-charging type designed for lead-acid batteries. Unit shall comply with UL 1236 and include the following features:
 - a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg F (minus 40 deg C) to 140 deg F (60 deg C) to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
 - e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
 - f. Enclosure and Mounting: NEMA 250, Type 1, unit mounted in generator enclosure..
 - g. Battery chargers mounted within the Automatic Transfer Switch are not acceptable.

2.5 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the manual position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.
- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the manual position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.
- C. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration. Panel shall be powered from the engine-generator set battery.

1. Engine and generator control wiring shall be multi-stranded annealed copper conductors encased by cross-linked polyethylene insulation resistant to heat, abrasion, oil, water, and antifreeze. Wiring shall be suitable for continuous use at 250 deg F with insulation not brittle at minus 60 deg F (minus 51 deg C). Cables shall be enclosed in nylon flexible conduit, which is slotted to allow easy access and moisture to escape.
 - a. Engines that are equipped with an electronic engine control module (ECM) shall monitor and control engine functionality and seamlessly integrate with the generator set controller through digital communications. ECM monitored parameters shall be integrated into the genset controllers NFPA 110 alarm and warning requirements.
 - b. For engines without ECM functionality or for any additional generator set controller monitoring, sensors are to be conditioned to a 4 to 20 ma signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corrosion.
 2. Construction: All circuitry within the control panel shall be individually environmentally sealed to prevent corrosion. Encapsulated circuit boards with surface mounted components and sealed, automotive-style connectors for sensors and circuit board connectors. Enclosed circuit boards and terminal strips that are susceptible to corrosion are not acceptable.
 3. Custom ladder logic functionality inside the generator controller shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.
- D. Indicating Devices: As required by NFPA 110 for Level 2 system. All ECM fault codes shall be displayed at the generator set controller in standard language; fault code numbers are not acceptable. Utilizing a digital display, including the following:
1. AC voltage: True three-phase sensing.
 2. AC current.
 3. Frequency.
 4. EPS supplying load indicator.
 5. DC voltage (alternator battery charging).
 6. Engine-coolant temperature.
 7. Engine lubricating-oil pressure.
 8. Running-time meter.
 9. Current and Potential Transformers: Instrument accuracy class.
- E. Protective Devices and Controls in Local Control Panel: Shutdown devices and common visual alarm indication as required by NFPA 110 for Level 2 system, including the following:
1. Start-stop switch.
 2. Overcrank shutdown device.
 3. Overspeed shutdown device.
 4. Coolant high-temperature shutdown device.
 5. Coolant low-level shutdown device.
 6. Low lube oil pressure shutdown device.
 7. Overcrank alarm.
 8. Overspeed alarm.
 9. Coolant high-temperature alarm.
 10. Coolant low-temperature alarm.
 11. Coolant low-level alarm.

12. Low lube oil pressure alarm.
 13. Lamp test.
 14. Contacts for local and remote common alarm.
 15. Coolant high-temperature pre-alarm.
 16. Generator-voltage; digitally adjustable via controller, password protected.
 17. Main fuel tank low-level alarm.
 18. Run-Off-Manual selector switch.
 19. Control switch not in automatic position alarm.
 20. Low cranking voltage alarm.
 21. Battery-charger malfunction alarm.
 22. Battery low-voltage alarm.
 23. Battery high-voltage alarm.
 24. Generator overcurrent protective device not closed alarm.
- F. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated. Sensors are to be conditioned to a 4 to 20 mA signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corruptions.
- G. The control system shall provide pre-wired customer use I/O: 4 relay outputs (user definable functions), 4 contact inputs, 2 analog inputs, communications support via RS232, RS485, or an optional modem. Additional I/O must be an available option. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality.
- H. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- I. Maintenance:
1. All engine, voltage regulator, control panel, and accessory units shall be accessible through a single electronic service tool. The following maintenance functionality shall be integral to the generator set controls:
 - a. Engine running hours.
 - b. Service maintenance interval (running hours, calendar days).
 - c. Engine crank attempt counter.
 - d. Engine successful starts counter.
 - e. 20 events are stored in control panel memory.
 - f. Control panel shall time and date stamp all alarms and warnings. A snap shot of key parameters shall be saved in the control panel for use in troubleshooting alarms.
 - g. A predictive maintenance algorithm will determine the optimal time for maintenance service based on the generator loading and operation.
- J. Monitoring Software: Provide monitoring software capable of communicating to no less than 15 generator sets. Software shall be connectable via RS232 connection directly on the generator control panel. Software functionality to include:
1. Display generator set operating parameters including necessary pressures and temperatures, electrical output, fuel level.

2. Ability to program custom I/O alarms as well as modify standard alarm settings for applications (password protected).
3. Data logging and trending of up to 15 parameters, user selectable, for testing, troubleshooting, and record keeping.
4. High speed data logging and trending of up to 0.2 millisecond providing sine wave visibility for testing and identification of harmonic distortion levels.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.
 1. Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel and each located in a separate box per NEC700 separation of circuits.
- B. Generator Disconnect Breaker: Molded-case type, Thermal Mag, 100 percent rated. See drawing for sizing and quantities.
- C. Generator Protector: Microprocessor-based unit shall continuously monitor current level in each phase of generator output, integrate generator heating effect over time, and predict when thermal damage of alternator will occur. When signaled by generator protector or other generator-set protective devices, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from load circuits. Protector performs the following functions:
 1. Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other generator-set malfunction alarms. Contacts shall be available for load shed functions.
 2. Under single or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.
 3. As overcurrent heating effect on the generator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the generator set.
 4. Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.

2.7 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1 and UL2200, sized for 130 deg C temperature rise above ambient at rated load.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required. Provide six lead alternator.

- E. Winding Coils: Skewed to improve sine wave shape and eliminate ripple effects caused by air gaps.
- F. Range: Provide broad range of output voltage by adjusting the excitation level.
- G. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rated speed, and heat during operation at 110 percent of rated capacity.
- H. Enclosure: Drip proof.
- I. Instrument Transformers: Mounted within generator enclosure.
- J. Voltage Regulator: Solid-state type on a sealed circuit board, separate from exciter, providing performance as specified and as required by NFPA 110. Must be 3-phase sensing.
 - 1. Voltage Adjustment on Control and Monitoring Panel: Provide plus or minus 5 percent adjustment of output-voltage operating band.
 - 2. Provide anti-hunt provision to stabilize voltage.
- K. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- L. Excitation: Permanent magnet (PMG) type providing 300 percent current output for up to 10 seconds to a downstream breaker selective coordination and improved motor starting.

2.8 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: OEM Factory manufactured, vandal-resistant, sound-level 2, weatherproof steel housing, wind resistant up to 100 mph (160 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panel shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
 - 1. Structural Design and Anchorage: Comply with ASCE 7 for wind loads up to 100 mph (160 km/h).
 - 2. Fire Protection: Provide smoke detector in enclosure; mounted according to NFPA 72.
 - 3. Hinged Doors:
 - a. Door Panels: With integral stiffeners, and capable of being removed by one person without tools.
 - b. Slip-pin hinges and latches stainless steel with nylon spacers.
 - c. Gasketed for weather and rodent protection.
 - d. Handles to have padlocking provisions.
 - 4. Thermal Insulation: Manufacturer's standard materials and thickness selected in coordination with space heater to maintain winter interior temperature within operating limits required by engine-generator-set components.
 - 5. Muffler Location: Within enclosure. All exhaust piping shall be wrapped for personnel protection and to eliminate excessive heat buildup during generator operation.
 - 6. Assembly Hardware (Nuts and Bolts): Use JS500 and nylon washers to prevent paint deterioration.

- B. Sound Attenuation: Factory enclosure, designed to meet the following design criteria:
 - 1. Weather protective enclosure limiting sound emissions to 75dBA.
- C. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
- D. Overall generator dimensions shall NOT exceed any of the following:
 - 1. Length = 122 inches
 - 2. Width = 48 inches
 - 3. Height = 70 inches

2.9 ACCESSORIES

- A. Exhaust System
 - 1. Provide critical class muffler (or as required for sound rating) including flexible exhaust fitting, properly sized according to the manufacturer's recommendation. Silencer to be installed inside enclosure. **Exhaust pipe must discharge horizontally. Provide 90 degree elbow and horizontal exhaust pipe with 45 degree miter and bird screen.**
- B. Remote Annunciator (**one required**)
 - 1. Provide and install a 20-light LED type remote alarm annunciator with horn, located as shown on the drawings or in a location that can be conveniently monitored by facility personnel. The remote annunciator shall provide all the audible and visual alarms called for by NFPA Standard 110 for level 1 systems; and in addition, shall provide indications for high battery voltage, low battery voltage, loss of normal power to the charger and low fuel. Spare lamps shall be provided to allow future addition of other alarm and status functions to the annunciator. Provisions for labeling of the annunciator in a fashion consistent with the specified functions shall be provided. Alarm silence and lamp test switch(es) shall be provided. LED lamps shall be replaceable, and indicating lamp color shall be capable of changes needed for specific application requirements. Alarm horn shall be switchable for all annunciation points. Alarm horn (when switched on) shall sound for first fault, and all subsequent faults, regardless of whether first fault has been cleared, in compliance with NFPA110 3-5.6.2.
- C. Unit-Mounted Circuit Breakers (**2 required**)
 - 1. Circuit Breakers: The generator set shall be provided with multiple mounted circuit breakers, sized at 100 amps each. Each circuit breaker shall serve an automatic transfer switch.
- D. Battery Charger
 - 1. Provide a UL listed/CSA certified 10 amp voltage regulated battery charger shall be provided. Input AC voltage and DC output voltage shall be as required. Chargers shall be equipped with float, taper and equalize charge settings.

Operational monitors shall provide visual output along with individual form C contacts rated at 4 amps, 120 VAC, 30VDC for remote indication of failure.

E. Remote EPO (**two required**)

1. Provide outdoor rated emergency off pushbuttons at locations as shown on contract documents. EPO shall have clear plastic cover and be labeled.

2.10 VIBRATION ISOLATION DEVICES

- A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.
1. Material: Standard neoprene separated by steel shims.
 2. Minimum Deflection: 1 inch (25 mm).

2.11 FINISHES

- A. Outdoor Enclosures and Components: Electrostatically applied Rhino Coat finish over corrosion-resistant pretreatment and compatible primer.
- B. Powder-coated paint surfaces, meeting the following applicable standards:
1. Paint Thickness: More than 2.5 mil per ASTM D 1186.87.
 2. Material Hardness: ASTM D 3363-92a.
 3. Resistance to Cracking: ASTM D 522-B.
 4. Paint Adhesion: ASTM D 3359-B.
 5. Resistance to Salt Water Corrosion: ASTM B 117 or ASTM D 1654.
 6. Resistance to Humidity: ASTM D 1735 or ASTM D 1654.
 7. Impact Resistance: ASTM 2784.
 8. UV Protection: SAE J1690.

2.12 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.

2.13 WARRANTY

- A. Generator shall be covered for **5 years** from the initial commissioning date of the generator system. To include parts, labor and travel.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.

- B. Examine roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Construction Manager no fewer than three working days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Construction Manager's written permission.

3.3 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Equipment Mounting:
 - 1. Install packaged engine generators on cast-in-place concrete equipment bases. Comply with requirements for equipment bases and foundations specified in concrete section.
 - 2. Coordinate size and location of concrete bases for packaged engine generators. Concrete, reinforcement, and formwork requirements are specified with concrete.
- C. Install packaged engine-generator to provide access, without removing connections or accessories, for periodic maintenance.
- D. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.4 CONNECTIONS

- A. Connect engine exhaust pipe to engine with flexible connector.
- B. Connect fuel piping to engines with a gate valve and union and flexible connector.
- C. Ground equipment according to Section 260526 - Grounding and Bonding for Electrical Systems.
- D. Connect wiring according to Section 260519 - Low-Voltage Electrical Power Conductors and Cables. Provide a minimum of one 90 degree bend in flexible conduit routed to the generator set from a stationary element.
- E. Balance single-phase loads to obtain a maximum of 10 percent unbalance between any two phases.

3.5 IDENTIFICATION

- A. Identify system components according to Section 260553 - Identification for Electrical Systems.
- B. Install a sign indicating the generator neutral is bonded to the main service neutral at the main service location.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: At the owner's request, the contractor shall engage a qualified, third-party, testing agency to witness tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections.
 - a. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to checkout the completed installation and to perform an initial startup inspection to include:
 - b. Ensuring the engine starts (both hot and cold) within the specified time.
 - c. Verification of engine parameters within specification.
 - d. Verify no load frequency and voltage, adjusting if required. Test all automatic shutdowns of the engine-generator.
 - e. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using a portable load bank. System will be tested for 1 hour at 50% load, 1 hour at 75% load and 2 hours at 100% load. System data will be recorded at 15 second intervals. Test results will be submitted to owner and a permanent copy shall be placed in project file.
- D. Tests and Inspections:
 - 1. Perform tests recommended by manufacturer.
 - a. Visual and Mechanical Inspection
 - 1) Compare equipment nameplate data with drawings and specifications.
 - 2) Inspect physical and mechanical condition.
 - 3) Inspect anchorage, alignment, and grounding.
 - 4) Verify the unit is clean.
 - b. Electrical and Mechanical Tests
 - 1) Verify phase rotation, phasing, and synchronized operation as required by the application.
 - 2) Functionally test engine shutdown for low oil pressure, overtemperature, overspeed, and other protection features as applicable.
 - 3) Conduct performance test in accordance with NFPA 110.
 - 4) Verify correct functioning of the governor and regulator.
 - 2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.

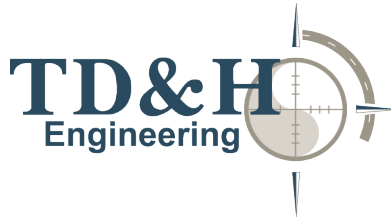
3. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
 4. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
 5. Voltage and Frequency Transient Stability Tests: Use data capture from manufacturer control panel and software to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
 6. Alarm tests – verify that contacts are working properly for alarms as follows:
 - a. Utility power out (at ATS)
 - b. Generator run
 - c. Generator fail
 - d. Generator warning (all general alarms combined)
- E. Coordinate tests with tests for transfer switches and run them concurrently.
- F. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation for generator and associated equipment.
- G. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- H. Remove and replace malfunctioning units and retest, as specified above.
- I. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- J. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.

3.7 TRAINING

- A. The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. Training date shall be coordinated with the facility owner at the time of commissioning of system. **Refer to commissioning and training requirements in Division 1.**

END OF SECTION

1800 River Drive North
Great Falls, MT 59401



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ASBESTOS INSPECTION SUMMARY

TD&H Engineering (TD&H) performed an asbestos inspection of the Brick Breeden Fieldhouse located on the Montana State University campus in Bozeman, Montana on August 26, 2025. The purpose of the pre-renovation inspection was to assess building materials suspected of containing asbestos within the Mechanical Room, the exterior wall of the Mechanical Room, the Industrial Hallway adjoining the Mechanical Room, through the Student Area, into IT Room 159.

The inspection was performed by Ms. Ashley Warner of TD&H, a Montana-accredited asbestos inspector, in accordance with the U.S. Environmental Protection Agency (EPA) – Asbestos Hazards and Emergency Response Act (AHERA) regulation 40 CFR 763.

None of the building materials investigated contain detectable concentrations of asbestos.

Sincerely,

Ashley Warner
MTA-6159 Exp. 2026.01.31
Industrial Hygiene Technician II
TD&H ENGINEERING

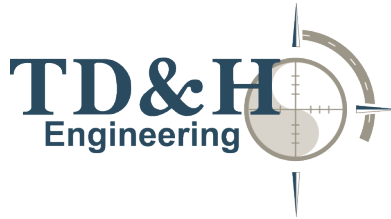
Corey League, CHMM
MTA-5902 Exp. 2025.11.08
Project Manager
TD&H ENGINEERING

TD&H Project No: G242501

Report Issue Date: September 8, 2025

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1800 River Drive North
Great Falls, MT 59401



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September 8, 2025

Ms. Loras O'Toole
Montana State University
University Facilities Management
P.O. Box 172760
Bozeman, Montana 59717

RE: PRE-RENOVATION ASBESTOS AND LEAD-IN-PAINT INSPECTION

MONTANA STATE UNIVERSITY
BRICK BREEDEN FIELDHOUSE
159TR UIT RACKS TO GENERATOR
BOZEMAN, MONTANA
TD&H ENGINEERING JOB NO. G242501

Dear Ms. O'Toole,

In accordance with your authorization to proceed, TD&H Engineering (TD&H) performed a limited pre-renovation asbestos and lead paint inspection of the Brick Breeden Fieldhouse on August 26, 2025. This asbestos inspection report must be kept on site during all renovation activities. A summary of the asbestos inspection is provided in **Appendix A**. The Montana Department of Environmental Quality (MDEQ) has issued new rules in 2024, and the procedure followed by TD&H reflects these rules.

PROJECT DESCRIPTION

The project includes the replacement of an existing indoor, natural gas fueled generator with a new outdoor, natural gas fueled generator. Electrically, new automatic transfer switches will be installed as well as a new panelboard in IT Room 159.

The building is an indoor all-purpose stadium facility with a concrete foundation, known as the Brick Breeden Fieldhouse. The area included in the scope of renovation included the ground-level Mechanical Room, the exterior wall of the Mechanical Room, the Industrial Hallway connected to the Mechanical Room, through the entrance to the Student Area, and IT Room 159. Conduit will be run from the exterior of the Mechanical Room, along the ceiling and above the drop ceiling to Room 159. Exterior walls of the building are concrete masonry units (CMU). Walls in the Mechanical Room and Industrial Hall are constructed with CMU. Ceilings are concrete cast joists. The Student Area has a drop ceiling consisting of 2' x 4' lay-in ceiling panels. The ceiling and walls in Room 159 are constructed of gypsum wallboard (GWB). The walls in the Student Area are GWB and CMU.

The floors were not included in the inspection as they will not be impacted during renovations. The roof and all other areas, not listed above, within the facility and exterior were not included in the inspection since they will not be impacted per renovation plans.

ASBESTOS INSPECTION

The Administrative Rules of Montana (ARM) 17.74.354 require an asbestos inspection be completed for all building materials prior to scheduled renovation activities to determine if asbestos-containing materials (ACM) are present. ACM is defined as any material or product that contains more than 1% asbestos. The National Emissions Standards for Hazardous Air Pollutants [NESHAP – 40 Code of Federal Regulations (CFR) 61], the United States Occupational Safety and Health Administration (OSHA), and the ARM regulate asbestos due to the respiratory hazard that airborne asbestos fibers present. The inspection was performed by Ms. Ashley Warner of TD&H, a Montana-accredited asbestos inspector, in accordance with the United States Environmental Protection Agency (EPA) – Asbestos Hazards and Emergency Response Act (AHERA) regulation 40 CFR 763. Documentation of accreditation is provided in **Appendix B**.

Building materials were identified, categorized, numbered, and placed into homogeneous areas (HAs) for sample collection and laboratory analysis. The number of samples collected from building materials identified during the inspection is based on the following:

- *Surfacing Materials:* At least three samples for surfacing materials that are 1,000 square feet (SF) or less, at least five samples for surfacing materials that are greater than 1,000 SF but less than or equal to 5,000 SF, and at least seven samples for surfacing materials that are greater than 5,000 SF.
- *Thermal System Insulation:* Three samples from each HA of thermal system insulation, which may include but is not limited to boiler insulation, mudded fittings, and expanded vermiculite insulation.
- *Miscellaneous Materials:* Three samples from each HA of miscellaneous material, such as ceiling tile, wallboard system, cove base mastic, floor tile and mastic, concrete, roofing materials, and brick mortar.
- *Materials Less Than Regulated Quantities:* At least one sample from each HA of patching material, such as replacement floor tiles or patching plaster, and materials of less than 10 SF in total area, which are not subject to regulation by the MDEQ but may still trigger OSHA requirements.

A total of seven suspect building materials were identified during the inspection. Bulk samples were collected from the building in accordance with the currently recognized standard protocol developed under AHERA. Bulk samples were placed into containers and shipped to CA Labs in Baton Rouge, Louisiana, for analysis using Polarized Light Microscopy (PLM) in accordance with the EPA Method 600/R-93/116. CA Labs is accredited through the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP). The point-counting technique employed by CA Labs in the analysis of these samples has a limit of detection of approximately 0.1% by volume on samples that contained asbestos at concentrations under 1%.

All samples collected during the inspection were determined to be non-asbestos containing and were listed in the report as "None Detected." These HAs are shown in Table 1 below.

The analytical report provided by CA Labs is provided in **Appendix C**, and sample locations are shown on Figure 1 in **Appendix D**.

Table 1 Non-Asbestos-Containing Building Materials MSU Brick Breeden Fieldhouse, Bozeman, Montana		
Homogenous Area (HA)	Sample Description	Location
C2.1	2' x 4' Lay-in Dot and Fissure Ceiling Panels	Student Area
D1.1	Drywall	Room 159 and Student Area
D2.1	Joint Compound	Room 159 and Student Area
G1.1	Gray Concrete Ceiling Joists	Room 159 and Student Area Above the Drop Ceiling, the Industrial Hallway, and the Mechanical Room
G2.1	Gray CMU and Mortar	Industrial Hallway and Mechanical Room
G2.2	Pink CMU and Mortar	Industrial Hallway, Mechanical Room, and Exterior
G4.1	Gray Concrete Patching	Mechanical Room and Exterior

LEAD-IN-PAINT INSPECTION

A lead-in-paint inspection was conducted to identify painted components that may require specialized handling to comply with OSHA requirements or special disposal under the Resource Conservation and Recovery Act (RCRA), which is administered by the EPA. The inspection was performed by an experienced technician with training as a lead inspector. The lead inspection was limited to those components within the Student Area, Industrial Hall, Mechanical Room, and exterior of the Mechanical Room that may be impacted by the planned renovation.

Lead-Based Paint

Lead-based paint (LBP) is of concern both as a source of direct exposure through ingestion of paint chips and as a contributor to lead in interior dust and exterior soil. Regulatory agencies which have addressed lead-based paint include the EPA, Department of Housing and Urban Development (HUD), OSHA, and the Consumer Products Safety Commission (CPSC). There is no Montana state program for lead.

HUD guidelines define lead-based paint as:

- Paint in liquid form which contains an excess of 0.06%, by weight, calculated as lead metal in total nonvolatile content of the liquid paint, or
- Paint already applied which tests equal to or greater than 1.0 milligrams per square centimeter (mg/cm²) when using X-Ray Fluorescence technology, or 5,000 milligrams per kilogram (mg/kg) (0.5% by weight) when using atomic absorption spectroscopic analysis (AA).

Lead-Containing Paint

The term “lead-containing paint” (LCP) applies to paint that has lead concentrations at less than the HUD guidelines or EPA disposal regulations. The OSHA standard for lead in the construction industry does not recognize a minimum safe concentration of lead. If any painted surface has any detectable level of lead, it must be presumed to present an occupational exposure to lead for OSHA-regulated construction work until a negative exposure assessment or exposure monitoring establishes otherwise.

Methods

A SciAps X-550 lead paint X-ray fluoroscope (XRF) was used to test paint for lead. The XRF instrument provided a real concentration of lead based on the generated spectra and an algorithm programmed into the instrument. The XRF was standardized prior to the start of the inspection and after the conclusion of the LBP inspection against lead-based paint standards provided by the manufacturer of the XRF. Painted surfaces were placed into HAs by identical colors, substrates, and building component types.

Results

None of the HAs tested positive for lead in paint. Results of all painted surfaces analyzed are contained in **Appendix E**, and XRF sample locations are shown in **Appendix F**.

RECOMMENDATIONS

The following recommendations for materials containing asbestos or lead are based on our observations and the anticipated scope of renovation.

Asbestos

Since none of the suspect materials were determined by laboratory analysis to contain asbestos, no further action is required regarding asbestos. Additional sampling may be necessary if site activities expose other suspect materials or the scope of work changes to include suspect materials not described in this report.

Lead

Since none of the suspect painted surfaces contain detectable concentrations of lead, no further action is required regarding lead. Additional sampling may be necessary if site activities expose other suspect painted surfaces or the scope of work changes to include suspect painted surfaces not included in this report.

LIMITATIONS

This asbestos and lead-in-paint inspection report was prepared based on information gathered during one site visit and interpretations of laboratory analytical results provided by CA Labs. The inspection report is intended to provide information concerning the various types of building materials that were considered suspect for containing asbestos or lead-in-paint and to inform you of which building materials tested positive.

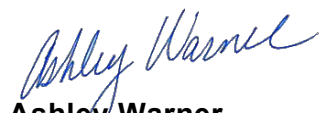
Most building components were visible and accessible at the time of our site visit. However, additional suspect materials may be encountered during renovation activities. If work will disturb materials in addition to those included in this report, TD&H should be contacted and may need to be present during these activities.

This asbestos and lead-in-paint inspection report is intended for use by MSU Facilities Management and their clients. The scope of services performed by TD&H Engineering may not be appropriate to satisfy the needs of other users, and any use or re-use of this document, or the findings presented herein, is at the sole risk of the user.

CLOSING

We appreciate this opportunity to provide these industrial hygiene-consulting services to you. Should you have questions or need further clarification about information contained herein, please feel free to contact us at (406) 761-3010.

Sincerely,



Ashley Warner
MTA-6159 Exp. 2026.01.31
Industrial Hygiene Technician II
TD&H ENGINEERING



Corey League, CHMM
MTA-5902 Exp. 2025.11.08
Project Manager
TD&H ENGINEERING

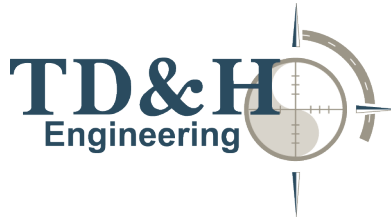
APPENDICES:	A	ASBESTOS INSPECTION SUMMARY
	B	DOCUMENTATION OF ACCREDITATION
	C	ASBESTOS LABORATORY REPORT
	D	ASBESTOS SAMPLE LOCATIONS
	E	PAINT SAMPLE RESULTS
	F	PAINT SAMPLE LOCATIONS

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APPENDIX A

ASBESTOS INSPECTION SUMMARY

1800 River Drive North
Great Falls, MT 59401



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ASBESTOS INSPECTION SUMMARY

TD&H Engineering (TD&H) performed an asbestos inspection of the Brick Breeden Fieldhouse located on the Montana State University campus in Bozeman, Montana on August 26, 2025. The purpose of the pre-renovation inspection was to assess building materials suspected of containing asbestos within the Mechanical Room, the exterior wall of the Mechanical Room, the Industrial Hallway adjoining the Mechanical Room, through the Student Area, into IT Room 159.

The inspection was performed by Ms. Ashley Warner of TD&H, a Montana-accredited asbestos inspector, in accordance with the U.S. Environmental Protection Agency (EPA) – Asbestos Hazards and Emergency Response Act (AHERA) regulation 40 CFR 763.

None of the building materials investigated contain detectable concentrations of asbestos.

Sincerely,

Ashley Warner
MTA-6159 Exp. 2026.01.31
Industrial Hygiene Technician II
TD&H ENGINEERING

Corey League, CHMM
MTA-5902 Exp. 2025.11.08
Project Manager
TD&H ENGINEERING

TD&H Project No: G242501

Report Issue Date: September 8, 2025

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APPENDIX B

DOCUMENTATION OF ACCREDITATION

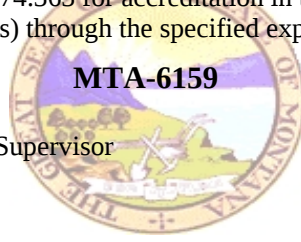
ASHLEY WARNER

has met the requirements of Montana Administrative Rule
17.74.362 and/or 17.74.363 for accreditation in the following
asbestos occupation(s) through the specified expiration date(s).

MTA-6159

Asbestos Inspector
Project Contractor/Supervisor

01/31/2026
01/30/2026



MT DEQ Asbestos Control Program

ASHLEY WARNER
1800 RIVER DRIVE NORTH
GREAT FALLS MT 59401

HOMER C LEAGUE

has met the requirements of Montana Administrative Rule 17.74.362 and/or 17.74.363 for accreditation in the following asbestos occupation(s) through the specified expiration date(s).

MTA-5902

Asbestos Inspector

11/08/2025

Project Contractor/Supervisor

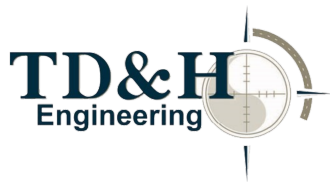
11/07/2025

Project Designer

11/06/2025

MT DEQ Asbestos Control Program

HOMER C LEAGUE
1800 RIVER DRIVE NORTH
GREAT FALLS MT 59401



LEAD BASED PAINT RISK ASSESSOR

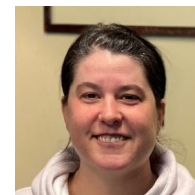
Initial Certificate

Ashley Warner

has completed a Lead Risk Assessor Initial Training Course
Presented by TD&H Engineering using EPA-Accredited Curriculum from EHS Materials

Training Instructor Peter Klevberg
Expiration Date 06/07/2026
Dates of Course 03-28-23 thru 06-07-23
Test Passage 06/07/2023
Certificate No. 060723-01

Course Location TD&H Engineering
1800 River Drive North
Great Falls, MT 59401
406.761.3010



United States Environmental Protection Agency

This is to certify that



Homer C League

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

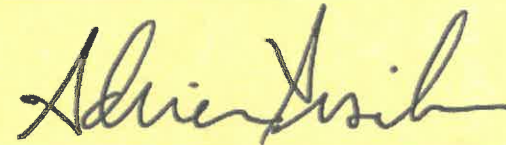
This certification is valid from the date of issuance and expires February 22, 2026

LBP-R-I233970-1

Certification #

February 08, 2023

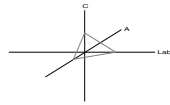
Issued On

A handwritten signature in black ink, appearing to read "Adrienne Priselac".

Adrienne Priselac, Manager, Toxics Office

Land Division

APPENDIX C
ASBESTOS LABORATORY REPORT



Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

TD & H Engineering

1800 River Drive North
Great Falls, MT 59401

Attn: Corey League

Customer Project: MSU Fieldhouse Asbestos Inspection

Reference #: CBR25086673

Date: 8/28/2025

Analysis and Method

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved)). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

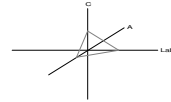
Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Quantification of <1% will actually be reported as ≤1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.



Overview of Project Sample Material Containing Asbestos

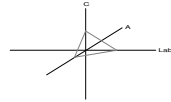
Customer Project:		MSU Fieldhouse Asbestos Inspection		CA Labs Project #:	CBR25086673
Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types	

No Asbestos Detected.

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastonite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.



Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Corey League
TD & H Engineering
1800 River Drive North
Great Falls, MT 59401

Customer Project:
MSU Fieldhouse Asbestos
Inspection

CA Labs Project #:
CBR25086673

Phone # 406-761-3010
Fax # 406-727-2872

Turnaround Time: 2 Days

Date: 8/28/2025
Samples Received: 8/28/2025
Date Of Sampling: 8/26/2025
Purchase Order #: G242501

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
C2.1A		C2.1A- 1	White Surfacing	Y	None Detected		100% qu, bi
		C2.1A- 2	Tan Ceiling Tile	Y	None Detected	20% fg 70% ce	10% qu, pe
C2.1B		C2.1B- 1	White Surfacing	Y	None Detected		100% qu, bi
		C2.1B- 2	Tan Ceiling Tile	Y	None Detected	20% fg 70% ce	10% qu, pe
C2.1C		C2.1C- 1	White Surfacing	Y	None Detected		100% qu, bi
		C2.1C- 2	Tan Ceiling Tile	Y	None Detected	20% fg 70% ce	10% qu, pe
D1.1A+D2.1A		D1.1A +D2.1 A-1	White Surfaced White Compound	N	None Detected		100% qu, bi, ma, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

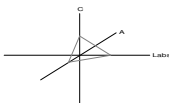
Corinne Barr
Analyst

Senior Analyst
Alicia Stretz

Laboratory Director
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested



Polarized Light Asbestiform Materials Characterization

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TD & H Engineering
1800 River Drive North
Great Falls, MT 59401

Customer Project:
MSU Fieldhouse Asbestos
Inspection

CA Labs Project #:
CBR25086673

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Date Of Sampling: 8/26/2025
Purchase Order #: G242501

Phone # 406-761-3010
Fax # 406-727-2872

Sample #	Com ment	Layer #	Analysts Physical Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		D1.1A +D2.1 A-2	White Compound beneath tape	Y	None Detected		100% qu, mi, ca
		D1.1A +D2.1 A-3	Tan Drywall with Paper	N	None Detected	10% ce	90% qu, gy
D1.1B+D2.1B		D1.1B +D2.1 B-1	White Surfaced White Compound	N	None Detected		100% qu, bi, ma, ca
		D1.1B +D2.1 B-2	White Compound beneath tape	Y	None Detected		100% qu, mi, ca
		D1.1B +D2.1 B-3	Tan Drywall with Paper	N	None Detected	10% ce	90% qu, gy
D1.1C+D2.1C		D1.1C +D2.1 C-1	White Surfaced White Compound	N	None Detected		100% qu, bi, ma, ca
		D1.1C +D2.1 C-2	White Compound beneath tape	Y	None Detected		100% qu, mi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

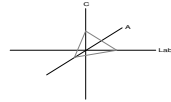
Corinne Barr
Analyst

Senior Analyst
Alicia Stretz

Laboratory Director
Chris Williams

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Polarized Light Asbestiform Materials Characterization

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Inspection

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Purchase Order #: G242501

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		D1.1C +D2.1 C-3	Tan Drywall with Paper	N	None Detected	10% ce	90% qu, gy
G1.1A		G1.1A- 1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G1.1B		G1.1B- 1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G1.1C		G1.1C- 1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G2.1A		G2.1A- 1	Gray CMU	Y	None Detected		100% qu, ma, ca, ot
		G2.1A- 2	Gray Mortar	Y	None Detected		100% qu, ma, ca
G2.1B		G2.1B- 1	Gray CMU	Y	None Detected		100% qu, ma, ca, ot

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bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

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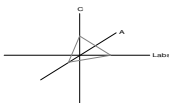
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CA Labs Project #:
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Sample #	Com ment	Layer #	Analysts Physical Subsample	Description of	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		G2.1B- 2	Gray Mortar		Y	None Detected		100% qu, ma, ca
G2.1C		G2.1C- 1	Gray CMU		Y	None Detected		100% qu, ma, ca, ot
		G2.1C- 2	Gray Mortar		Y	None Detected		100% qu, ma, ca
G2.2A		G2.2A- 1	Pink CMU		Y	None Detected		100% qu, ma, ca, ot
G2.2B		G2.2B- 1	Pink CMU		Y	None Detected		100% qu, ma, ca, ot
G2.2C		G2.2C- 1	Pink CMU		Y	None Detected		100% qu, ma, ca, ot
G4.1A		G4.1A- 1	Gray Concrete		Y	None Detected		100% qu, ma, ca

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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

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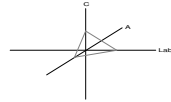
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Purchase Order #: G242501

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
G4.1B		G4.1B- 1	Gray Concrete	Y	None Detected		100% qu, ma, ca
G4.1C		G4.1C- 1	Gray Concrete	Y	None Detected		100% qu, ma, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for
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10. TEM analysis suggested

CHAIN-OF-CUSTODY RECORD

08P25086613

MSU Fieldhouse Asbestos Inspection

Project or Site Name

G242501

TD&H Project Number

Ashley Warner

Sampler Name (Printed)

Corey League

Project Manager, Report to



1800 River Drive North
Great Falls, MT 59401
Ph: 406-761-3010
Fax: 406-727-2872

CA Laboratories, LLC
Laboratory

Attn:
12232 Industriplex Blvd, Suite 32

Address
Baton Rouge LA 70809

City State Zip

email: Corey.League@tdhengineering.com
Peter.Kleberg@tdhengineering.com
ashley.warner@tdhengineering.com

Phone: 225-751-5632 Fax: 225-751-5632

Date Collected	Sample No.	Sample Location Description	Sample Matrix	Analyses Required	Turn Around	Notes	Lab No.
8/26/2025	C2.1A	Student Area, Outside Room 159	2' x 4' Lay-in Dot and Fissure Ceiling Panels	PLM	48 Hour		
8/26/2025	C2.1B	Student Area, Outside Room 159	2' x 4' Lay-in Dot and Fissure Ceiling Panels	X	48 Hour		
8/26/2025	C2.1C	Student Area, Outside Room 159	2' x 4' Lay-in Dot and Fissure Ceiling Panels	X	48 Hour		
8/26/2025	D1.1A + D2.1A	Student Area, Outside Room 159	Drywall + Joint Compound	X	48 Hour		
8/26/2025	D1.1B + D2.1B	Student Area, Outside Room 159	Drywall + Joint Compound	X	48 Hour		
8/26/2025	D1.1C + D2.1C	Room 159	Drywall + Joint Compound	X	48 Hour		
8/26/2025	G1.1A	Mechanical Room	Gray Concrete Ceiling Joists	X	48 Hour		
8/26/2025	G1.1B	Mechanical Room	Gray Concrete Ceiling Joists	X	48 Hour		
8/26/2025	G1.1C	Mechanical Room	Gray Concrete Ceiling Joists	X	48 Hour		
8/26/2025	G2.1A	Mechanical Room	Gray CMU + Mortar	X	48 Hour		
8/26/2025	G2.1B	Mechanical Room	Gray CMU + Mortar	X	48 Hour		
8/26/2025	G2.1C	Mechanical Room	Gray CMU + Mortar	X	48 Hour		
8/26/2025	G2.2A	Mechanical Room	Pink CMU + Mortar	X	48 Hour		
8/26/2025	G2.2B	Mechanical Room	Pink CMU + Mortar	X	48 Hour		
8/26/2025	G2.2C	Mechanical Room	Pink CMU + Mortar	X	48 Hour		
8/26/2025	G4.1A	Mechanical Room	Gray Concrete Patching	X	48 Hour		
8/26/2025	G4.1B	Mechanical Room	Gray Concrete Patching	X	48 Hour		
8/26/2025	G4.1C	Mechanical Room	Gray Concrete Patching	X	48 Hour		

Samples Relinquished:

Ashley Warner 8/27/2025 6:19pm Received:

Corey League 8/26/2025 9:45

Samples Relinquished:

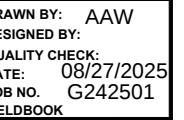
Samples
Received:

Signature / Date / Time

Signature / Date / Time

APPENDIX D

ASBESTOS SAMPLE LOCATIONS



BOZEMAN, MONTANA



APPENDIX E

PAINT SAMPLE RESULTS

LBP Room by Room Summary									Lead Free Paint			
Project:		MSU Fieldhouse Lead Paint Inspection				Date:		8/26/2025			Lead-Containing Paint	
Project #:		G242501				Technician:		Ashley Warner and Corey League			Lead-Based Paint	
Test #	Component	Substrate	Color	Student Area	Industrial Hall							
1	Wall	Drywall	Cream	X								
				A=0.0								
2	Wall	CMU	Cream	X								
				A=0.0								
3	Wall	CMU	Cream		X							
					A=0.0							
4	Wall	CMU	Blue		X							
					A=0.0							
5	Wall Beam	Concrete	White		X							
					A=0.0							
6	Wall	CMU	White		X							
					A=0.0							
7	Ceiling Joist	Concrete	White		X							
					A=0.0							

	Lead Free Paint
	Lead-Containing Paint
	Lead-Based Paint

APPENDIX F

PAINT SAMPLE LOCATIONS

Drawing3.dwg, 10/5/2017 1:09:22 PM, KBP

