

PROJECT MANUAL FOR:

# **Classroom Improvements**

## **2025-2026**

**MONTANA STATE UNIVERSITY  
BOZEMAN, MONTANA**

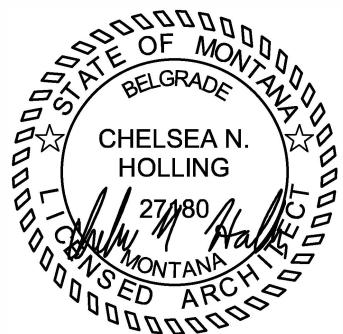
**January 7, 2025**

**PPA No. 25-1214**



**MONTANA  
STATE UNIVERSITY**

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



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

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

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## UNIVERSITY FACILITIES MANAGEMENT

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

### PERMIT NOTICE

**Project Name: Classroom Improvements 2025-2026**

**PPA #: 25-1214**

The permit application for this project has been submitted to the Montana Department of Labor & Industry (DOLI) for review via the portal:

<https://bsd.dli.mt.gov/building-codes-permits/permit-applications/building-permits/>

The owner shall pay for plan review fees and building permit fees required for this project.

The building permit must be appropriately displayed at the project site before construction may begin.

Electrical and Plumbing contractors will need to secure their specific permits.

Information can be found here:

<https://bsd.dli.mt.gov/building-codes-permits/>



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

## INVITATION TO BID

Sealed bids will be received until **2:00 PM** on **Thursday, January 29, 2026**, and will be publicly opened and read aloud in the offices of **MSU University Facilities Management, Plew Building, 516 W. Grant St., Bozeman, Montana**, for: **Classroom 2025-2026, PPA No. 25-1214**.

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** **On the web at:**  
**Plew Building, 516 W. Grant St.** [\*\*http://www.montana.edu/pdc/bids.html\*\*](http://www.montana.edu/pdc/bids.html)  
**PO Box 172760**  
**Bozeman, Montana 59717-2760**

***A PRE-BID WALK-THROUGH IS SCHEDULED FOR MONDAY, January 12, 2026,  
AT 10:00 AM. PARTICIPANTS SHOULD MEET AT REID HALL 1<sup>ST</sup> FLOOR NEAR  
101. ATTENDANCE IS STRONGLY RECOMMENDED. QUESTIONS RECEIVED  
AFTER January 12, 2026, 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 **August 14, 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  
Bid Proposal, Form 098  
Sample Standard Form of Contract  
State of Montana General Conditions  
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](mailto:bbx@billingsplanroom.com)

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

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

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

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

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

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

**Ara Meskimen, Project Manager  
Montana State University  
University Facilities Management  
6<sup>th</sup> and Grant, PO Box 172760  
Bozeman, Montana 59717-2760  
Ph: 406/994-3230; 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: **Classroom Improvements 2025-2026**  
Location: **Montana State University Bozeman Campus**  
MSU PPA Project Number: **25-1214**  
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 ISSUANCE OF NOTICE TO PROCEED.**

## 8. Withdrawal of Bids

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

## 9. Interpretation of Contract Documents

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

## 10. Award of Bids

- 10.1. All bids received by the stated hour will be opened and publicly read aloud.
- 10.2. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received. Owner reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.
- 10.3. The low bid shall be determined on the basis of the lowest Base Bid or the lowest combination of Base Bid and Alternate Bids, accepted in consecutive order.
- 10.4. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).
  - 10.4.1. The Owner may make such investigations as it deems necessary to determine whether or not any or all bidders are responsible.
  - 10.4.2. The term "responsible" does not refer to pecuniary ability only, nor the ability to tender sufficient performance and payment bonds.
  - 10.4.3. The term "responsible" includes, but is not limited to:
    - 10.4.3.1. Having adequate financial resources to perform the contract or the ability to obtain them;
    - 10.4.3.2. Being able to comply with the required delivery, duration, and performance schedule;
    - 10.4.3.3. Having a satisfactory record of integrity and business ethics;
    - 10.4.3.4. Having the necessary organization, experience, accounting, and operational controls;
    - 10.4.3.5. Having the necessary production, construction, technical equipment, and facilities; and,
    - 10.4.3.6. Having the technical skill, ability, capacity, integrity, performance, experience, lack of claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance, and such like.
  - 10.4.4. Bidders shall furnish to the Owner all information and data for this purpose as the Owner may request.
  - 10.4.5. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Contract and Work defined in the Contract Documents.
- 10.5. The Owner shall award such contract to the lowest responsible bidder without regard to residency except on a reciprocal basis: a resident bidder will be allowed a preference on a contract against the bid of any non-resident bidder from any state or country that enforces a preference for resident bidders. The preference given to resident bidders of the State of Montana must be equal to the preference given in the other state or country (18-1-102, MCA). This does not apply when prohibited by Federal requirements.
- 10.6. The State of Montana may negotiate deductive changes, not to exceed 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 until there is a signed Contract, the specified insurance certificates and a copy of the bidder's current Construction Contractor Registration Certificate in the Owner's possession. All items are required within fifteen (15) calendar days of contract award made by the Owner.
14. Laws and Regulations
  - 14.1. The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in this contract as if bound herein in full.
15. Payments
  - 15.1. NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION. Per Title 28, Chapter 2, Part 21, this contract allows the Owner to change the number of days to approve a Contractor's payment request. This contract allows the Owner to approve the Contractor's payment request within thirty-five (35) calendar days after it is received by the Owner without being subject to the accrual of interest.
16. Buy Safe Montana Provisions
  - 16.1. The successful bidder who is awarded the contract for construction shall provide their incident rate, experience modification ratio (EMR) and loss ratio via the Buy-Safe Montana form with the Award documents.
17. Time of Completion
  - 17.1. Bidder agrees to commence work immediately upon receipt of the Standard Form of Contract Between Owner and Contractor for Construction upon the specified date of commencement, and to substantially complete the project by **August 14, 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 provision 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~**



**UNIVERSITY FACILITIES MANAGEMENT**  
Sixth Avenue and Grant Street • PO Box 172760 • Bozeman, Montana 59717-  
2760  
Phone: (406) 994-5413 • Fax: (406) 994-5665

**BID PROPOSAL**  
**Classroom Improvements 2025-2026**  
**PPA No. 25-1214**

TO:  
State of Montana, Montana State University  
University Facilities Management  
Attn: Contract Administrator  
Plew Building, 516 W. Grant St.  
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 **Jackola, 705 Osterman Drive, Suite B, Bozeman, MT 59715, 406-586-0707**, 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:**

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

**ALTERNATE NO. 1: ADD Classroom 105**

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

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

**ALTERNATE NO. 2: ADD Classroom 103**

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

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

**ALTERNATE NO. 3: ADD Classroom 126**

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

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

**ALTERNATE NO. 4: ADD Window Wall in Classroom 126**

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

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

**LIST OF SUBCONTRACTORS**

This section must be completed to meet the requirements of a responsive bid (The Owner still retains the right to determine whether or not this requirement is an irregularity or informality in the bids submitted). If work will be performed by the General Contractor, enter the name of the General Contractor. Should Alternates be included in the bid proposal, and the listed subcontractors change based upon the pricing of the alternates, the General Contractor shall provide a listing or notation of the change in subcontractors for each alternate for each description of the work.

**DESCRIPTION OF WORK****SUBCONTRACTOR**

[i.e. Mechanical insert here]

\_\_\_\_\_

[i.e. Electrical insert here]

\_\_\_\_\_

[Description of Work]

---

[Description of Work]

---

This bidder acknowledges receipt of the following addenda:

ADDENDUM No.: \_\_\_\_\_  
ADDENDUM No.: \_\_\_\_\_  
ADDENDUM No.: \_\_\_\_\_

Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_  
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: \_\_\_\_\_

Contract documents should be sent to the firm representative with information as follows:

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

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

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

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# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(Form Revision Date: January 2026)

## 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 Contract

hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between: (1) the Architect/Engineer and Contractor; (2) the Owner and any Subcontractor, Sub-subcontractor, or Supplier; (3) the Owner and Architect/Engineer; or, (4) between any persons or entities other than the Owner and Contractor. However, the Architect/Engineer shall at all times be permitted and entitled to performance and enforcement of its obligations under the Contract intended to facilitate performance of the Architect/Engineer's duties.

- 1.1.5. **THE WORK.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to completely fulfill the Contract and the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.1.6. **THE PROJECT.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.1.7. **TIME.** Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When any duration or time period is referred to in the Contract Documents by days, the first day of a duration or time period shall be determined as the day following the current day of any event or notice starting a specified duration. All durations in the Contract Documents are calendar days unless specifically stated otherwise.

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

- 1.2.1. The intent of the Contract Documents is to include all items and all effort necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and inter-related, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- 1.2.2. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. It is the Contractor's responsibility to control the Work under the Contract.
- 1.2.3. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## **1.3. CAPITALIZATION**

- 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 initial plan review and building permit, 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 Owner shall pay for plan review and building permit fees, and the Contractor shall secure and pay for 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 ensure 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 by any cause whatsoever that the Contractor is not able to achieve Substantial Completion(s) earlier than the contractually required dates of Substantial Completion(s) or Final Acceptance.
- 3.10.10. **Float in Schedule.** Any and all float time in the Contractor's schedule, regardless of the path or activity, shall accrue to the benefit of the Owner and the Work, and not to the Contractor. Float also includes any difference shown between any early completion dates shown on the Contractor's Schedule for any phasing milestone(s), Substantial Completion(s) or Final Acceptance and the dates or durations as required by the Contract Documents.
- 3.10.11. **Modification of Required Substantial Completion(s) or Final Acceptance Dates:** Modification of the required dates shall be accomplished only by duly authorized, accepted, and approved change orders stating the new date(s) with specificity on the change order form. All rights, duties, and obligations, including but not limited to the Contractor's liability for actual, delay, and/or liquidated damages, shall be determined in relation to the date(s) as modified.

### **3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE**

- 3.11.1. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and accurately marked to record current field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer or Owner at any time and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.
- 3.11.2. The Owner shall not be required to process final payment until all documentation and data required by the Contract Documents is submitted to and approved by the Architect/Engineer including, but not limited to, the As-Built Drawings. The Owner will not process any final request for payment until the Architect/Engineer has received and verified that the Contractor has performed the requirements pertaining to the as-built drawings.
- 3.11.3. The as-built drawings shall be neatly and clearly marked during construction to record all deviations, variations, changes, and alterations as they occur during construction along with such supplementary notes and details necessary to clearly and accurately represent the as-built condition. The as-built drawings shall be available at all times to the Owner, Architect/Engineer and Architect/Engineer's consultants.

### **3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

#### **3.12.1. Definitions:**

- 3.12.1.1.** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 3.12.1.2.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.12.1.3.** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

- 3.12.2.** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- 3.12.3.** The Contractor shall review, approve, and submit to the Architect/Engineer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents within sixty (60) calendar days of 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 inspect the work and make comment. Action or lack of action following observation or inspection is not to be construed as approval of Contractor's performance.

#### 4.3. **CLAIMS AND DISPUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

Of \_\_\_\_\_  
(Company) \_\_\_\_\_ (Date)

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

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)"

4.3.2. Continuing Contract Performance.

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

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

- 4.3.3.1. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or, (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed.
- 4.3.3.2. The Architect/Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the date of the Architect/Engineer's decision.
- 4.3.3.3. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect/Engineer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.3.4. Nothing in this paragraph shall relieve the Contractor of its obligation to adequately and sufficiently investigate, research, and examine the site, the site survey, topographical information, and the geotechnical information available whether included by reference or fully incorporated in the Contract Documents.

4.3.4. Claims for Additional Cost.

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

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

4.3.5. Claims for Additional Time

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

4.3.5.2. Weather Delays:

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

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

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

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

- 4.3.5.2.5. A "normal", "typical", or "seasonal" weather day shall be defined as weather that can be reasonably anticipated to occur at the location of the Work for each particular month involved in the Contract Time. Each month involved shall not be considered individually as it relates to claims for additional time due to inclement/adverse/severe weather but shall consider the entire Contract Time as it compares to normal/typical/seasonal weather that is reasonably anticipated to occur. Normal/typical/seasonal weather days shall be based upon U.S. National Weather Service climatic data for the location of the Work or the nearest location where such data is available.
- 4.3.5.2.6. The Contractor is solely responsible to document, prepare and present all data and justification for claiming a weather delay day. Any and all claims for weather delay days shall be tied directly to the current critical-path operation or operations on the day of the instance or event which shall be delineated and described on the Critical-Path Schedule and shall be provided with any and all claims. The Contractor is solely responsible to indicate and document why the weather delay day(s) claimed are beyond those weather days which are reasonably anticipated to occur for the Contract Time. Incomplete or inaccurate claims, as determined by the Architect/Engineer or Owner, may be returned without consideration or comment.
- 4.3.5.3. Where the Contractor is prevented from completing any part of the Work with specified durations or phases due to delay beyond the control of both the Owner and the Contractor, an extension of the contract time or phase duration in an equal amount to the time lost due to such delay shall be the Contractor's sole and exclusive remedy for such delay.
- 4.3.5.4. Delays attributable to and/or within the control of subcontractors and suppliers are deemed to be within the control of the Contractor.
- 4.3.5.5. In no event shall the Owner be liable to the Contractor, any subcontractor, any supplier, Contractor's surety, or any other person or organization, for damages or costs arising out of or resulting from: (1) delays caused by or within the control of the Contractor which include but are not limited to labor issues or labor strikes on the Project, federal, state, or local jurisdiction enforcement actions related directly to the Contractor's Work (e.g. safety or code violations, etc.); or, (2) delays beyond the control of both parties including but not limited to fires, floods, earthquakes, abnormal weather conditions, acts of God, nationwide material shortages, actions or inaction by utility owners, emergency declarations by federal, state, or local officials enacted in the immediate vicinity of the project, or other contractors performing work for the Owner.

4.3.6. Claims for Consequential Damages

- 4.3.6.1. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
  - 4.3.6.1.1. damages incurred by the Owner for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and,
  - 4.3.6.1.2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, income, and for loss of profit.
- 4.3.6.2. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this waiver of consequential damages shall be deemed to preclude an award of liquidated or actual damages, when applicable, in accordance with the requirements of the Contract Documents.

#### 4.4. **RESOLUTION OF CLAIMS, DISPUTES, AND CONTROVERSIES**

- 4.4.1. Decision of Architect/Engineer. Claims, including those alleging an error or omission by the Architect/Engineer, shall be referred initially to the Architect/Engineer for decision. A decision by the Architect/Engineer shall be required as a condition precedent to mediation, arbitration or litigation of all

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

- 4.4.2. The Architect/Engineer will review Claims and within ten (10) days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) approve the Claim; (4) suggest a compromise; or (5) advise the parties that the Architect/Engineer is unable to resolve the Claim if the Architect/Engineer lacks sufficient information to evaluate the merits of the Claim or if the Architect/Engineer concludes that, in the Architect/Engineer's sole discretion, it would be inappropriate for the Architect/Engineer to resolve the Claim.
- 4.4.3. If the Architect/Engineer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten (10) days after receipt of such request and shall either provide a response on the requested supporting data, advise the Architect/Engineer when the response or supporting data will be furnished, or advise the Architect/Engineer that no supporting data will be furnished. Upon either no response or receipt of the response or supporting data, the Architect/Engineer will either reject or approve the Claim in whole or in part.
- 4.4.4. The Architect/Engineer will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect/Engineer shall be final and binding on the parties but subject to mediation and arbitration.
- 4.4.5. When 30 days have passed upon submission of a Claim without decision or action by the Architect/Engineer, or the Architect/Engineer has rendered a decision or taken any of the actions identified in Subparagraph 4.4.2, a demand for arbitration of a Claim covered by such decision or action must be made within 30 days after the date of expiration of Subparagraph 4.4.1 or within 30 days of the Architect/Engineer's decision or action. Failure to demand arbitration within said 30 day period shall result in the Architect/Engineer's decision becoming final and binding upon the Owner and Contractor whenever such decision is rendered.
- 4.4.6. If the Architect/Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.
- 4.4.7. Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect/Engineer or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect/Engineer or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- 4.4.8. A Claim subject to or related to liens or bonds shall be governed by applicable law regarding notices, filing deadlines, and resolution of such Claim prior to any resolution of such Claim by the Architect/Engineer, by mediation, or by arbitration, except for claims made by the Owner against the Contractor's bonds.

#### 4.5. **MEDIATION**

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

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

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

#### 4.6. **ARBITRATION**

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

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

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

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

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

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

- 4.6.7. Pending final resolution of a Claim including arbitration, unless otherwise mutually agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract on Work or amounts not in dispute.
- 4.6.8. **Limitation on Consolidation or Joinder.** Arbitration arising out of or relating to the Contract may include by consolidation or joinder the Architect/Engineer, the Architect/Engineer's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect/Engineer, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Architect/Engineer, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Architect/Engineer, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- 4.6.9. **Claims and Timely Assertion of Claims.** The party filing a demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- 4.6.10. **Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree that the costs of the arbitrator(s') compensation and expenses shall be borne equally. The parties further agree that the arbitrator(s) shall have authority to award to either party some or all of the costs and expenses involved, including attorney's fees.

## **ARTICLE 5 – SUBCONTRACTORS**

### **5.1. DEFINITIONS**

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

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

- 5.2.1. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract and in no instance later than (30) days after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.
- 5.2.2. The Contractor shall not contract with a proposed person or entity to which the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 5.2.3. If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

- 5.2.4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitute. The Contractor shall not change or substitute for a Subcontractor who was required to be listed on the bid without first getting the approval of the Owner.
- 5.2.5. Buy-Safe Montana Provision: Before commencement of each subcontractor's portion of the Work, the Contractor shall obtain each subcontractor's incidence rate, experience modification rate, and loss ratio. The Contractor shall endeavor--but is not required--to use subcontractors whose incidence rate is less than the latest average for non-residential building construction for Montana as established by the Federal Bureau of Labor Statistics for the prior year; whose experience modification rating (EMR) is less than 1.0; and whose loss ratio is less than 100%. Contractor shall require any of its subcontractors who, based on the safety information that the Contractor obtains, have greater-than-average incidence rate, an EMR greater than 1.0, and a loss ratio of more than 100%, to schedule and obtain a Comprehensive Safety Consultation from the Montana Department of Labor & Industry, Employment Relations Division, Safety Bureau before substantial completion of each such subcontractor's portion of the Work. For assistance in obtaining the Comprehensive Safety Consultation, visit <http://erd.dli.mt.gov/safety-health/onsite-consultation>.

### 5.3. **SUBCONTRACTUAL RELATIONS**

- 5.3.1. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- 5.3.2. Upon written request by the Owner, the Contractor shall require its subcontractors to provide to it performance and payment securities for their portion of the Work in the types and form defined in statute (18-2-201 and 18-2-203 MCA) for all sub-contractual agreements.
- 5.3.3. The Contractor shall prepare a Subcontractors' and Suppliers' chart in CSI division format acceptable to the Owner which lists by name, all contact information, job category, and responsibility the Contractor's Subcontractors (at all tiers or levels) and Suppliers with a pecuniary interest in the Project of greater than \$5,000.00. The Contractor shall not enter into any agreement with any subcontractor or supplier to which the Owner raises a timely objection. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name and qualifications of any proposed replacements. The Owner shall have the right to reject any proposed replacements without cost or claim being made by the Contractor. The chart shall be provided to the Owner at the time of the pre-construction conference but no less than 30 days after award of the Contract.
- 5.3.4. All Contractors and Subcontractors to this contract must comply with all Montana Department of Labor and Industry requirements, regulations, rules, and statutes.
- 5.3.5. In accordance with 39-51-1104 MCA, any Contractor who is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, who contracts with any Subcontractor who also is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code

Annotated, shall withhold sufficient money on the contract to guarantee that all taxes, penalties, and interest are paid upon completion of the contract.

- 5.3.5.1. It is the duty of any Subcontractor who is or becomes an employer under the provisions of Title 39, Chapter 51 of Montana Code Annotated, to furnish the Contractor with a certification issued by the Montana Department of Labor and Industry, prior to final payment stating that said Subcontractor is current and in full compliance with the provisions of Montana Department of Labor and Industry.
- 5.3.5.2. Failure to comply shall render the Contractor directly liable for all taxes, penalties, and interest due from the Subcontractor, and the Montana Department of Labor and Industry has all of the remedies of collection against the Contractor under the provisions of Title 39, Chapter 51 of Montana Code Annotated, as though the services in question were performed directly for the Contractor.
- 5.3.6. In compliance with state statutes (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 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 document.
- 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 or by: 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\(mt.gov\).pdf](http://nehrp.pdf(mt.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://rmt.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 of 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 properly protected.

**3.3.6.3 ADD: STORAGE**

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

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

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

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

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

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

**3.10 CONSTRUCTION SCHEDULES**

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

**3.11 DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE**

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

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

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

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

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

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

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

### **3.12.1 DEFINITIONS:**

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

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

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

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

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

### **3.13. USE OF SITE**

#### **3.13.3 ADD:** MSU BOZEMAN Vehicle Regulations state:

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

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

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

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

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

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

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

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

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

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

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

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

### **4.6. ARBITRATION**

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

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

## **ARTICLE 7 – CHANGES IN WORK**

### **7.2 CHANGE ORDERS**

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

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

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

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

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

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

## **ARTICLE 8 - TIME**

### **8.1. DEFINITIONS**

**8.1.8.1 ADD:** 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. Reid Hall, Classroom #101 includes the demolition and renovation of an existing classroom.
  - 2. Reid Hall, Classroom #102 includes the demolition and renovation of an existing classroom.
  - 3. Reid Hall, Classroom #103 includes the demolition and renovation of an existing classroom.
  - 4. Reid Hall, Classroom #105 includes the demolition and renovation of an existing classroom.
  - 5. Reid Hall, Classroom #126 includes the demolition and renovation of an existing classroom.
- C. Site Information**
  - 1. Reid Hall scope of work includes, but is not necessarily limited to, 930 W Garfield Street, Bozeman, MT 59715.
- 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 (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 Reid Hall 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 art of the work.

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

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

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

D. Applications for Payment

- 1. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- 2. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- 3. Payment Application Forms: Use Montana Form 101 as the form for Application for Payment.
- 4. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

- a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
- b. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

5. Transmittal: Submit one (1) executed copy of each Application for Payment to the Architect by means ensuring receipt within 24 hours, including waivers of lien and similar attachments, when required.

- a. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

6. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

- a. List of subcontractors
- b. Schedule of Values
  - 1) Contractor's Construction Schedule (preliminary if not final)
- c. Copies of building permits
  - 1) Copies of authorizations and licenses from governing authorities for performance of the work
- d. Certificates of insurance and insurance policies (submitted with Contract)
- e. Performance and payment bonds (submitted with Contract if required)

7. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.

8. Administrative actions and submittals that shall proceed or coincide with this application include:

- a. Occupancy permits and similar approvals
- b. Warranties (guarantees) and maintenance agreements
- c. Test/adjust/balance records
- d. Maintenance instructions
- e. Meter readings
- f. Start-up performance reports
  - 1) Change-over information related to Owner's occupancy, use, operation and maintenance.
- g. Final cleaning
  - 1) Application for reduction of retainage, and consent of surety

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

END OF SECTION 01200

## **SECTION 012300 ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 DEFINITIONS**

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

#### **1.4 PROCEDURES**

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

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

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF ALTERNATES**

- A. Add Alternate #1 – Reid Hall, Classroom #105
- B. Add Alternate #2 – Reid Hall, Classroom #103
- C. Add Alternate #3 – Reid Hall, Classroom #126
- D. Add Alternate #4 – Reid Hall, Window Wall in Classroom #126

**END OF SECTION**

**SECTION 012500  
SUBSTITUTION PROCEDURES**

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**2.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

**2.02 RESOLUTION**

**2.03 ACCEPTANCE**

**END OF SECTION 012500**

**SECTION 013000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**END OF SECTION 013000**

## **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
    - ac. handling
    - ad. Theft
    - ad. Vandalism

**END OF SECTION 013100**

**SECTION 014000**  
**QUALITY REQUIREMENTS**

**PART 3 EXECUTION**

**1.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

**1.02 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.

**END OF SECTION 014000**

**SECTION 014100  
REGULATORY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY OF REFERENCE STANDARDS**

- A. Regulatory requirements applicable to this project are the following:
- B. 29 CFR 1910 - Occupational Safety and Health Standards; Current Edition.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 014100**

**SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 015000**

**SECTION 016000**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL****1.01 RELATED REQUIREMENTS**

- A. Section 012500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 017419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

**1.02 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS****2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 016116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 016116.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **PART 3 EXECUTION**

### **3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 012500 - Substitution Procedures.

### **3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.

- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION 016000**

**SECTION 017000**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL****1.01 RELATED REQUIREMENTS**

- A. Section 078400 - Firestopping.

**PART 2 PRODUCTS****2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

**3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.04 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- I. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.05 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.06 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.07 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

**3.08 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and \_\_\_\_\_.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

**3.09 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

**END OF SECTION 017000**

**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. Reinstate of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with

requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

4. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
5. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

#### E. SUBMITTALS

1. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - a. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate items and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
  - a. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.
3. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
  - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a

typed description of the product or installation, including the name or the product, and the name, address and telephone number of the installer.

- b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
- 2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. SCHEDULE OF WARRANTIES

- 1. Schedule: Provide warranties and bonds on products and installations as specified in the appropriate Sections.

**END OF SECTION 017400**

**SECTION 017419**  
**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 GENERAL**

**1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, incineration, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.
- E. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- F. 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.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 015000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 016000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 017000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

**1.03 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. 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.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. 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.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. 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.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  - 2. Submit Report on a form acceptable to Owner.

3. Landfill Disposal: Include the following information:
  - a. Identification of material.
  - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
  - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
4. Incinerator Disposal: Include the following information:
  - a. Identification of material.
  - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
  - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
5. Recycled and Salvaged Materials: Include the following information for each:
  - a. Identification of material, including those retrieved by installer for use on other projects.
  - b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
  - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
6. Material Reused on Project: Include the following information for each:
  - a. Identification of material and how it was used in the project.
  - b. Amount, in tons or cubic yards (cubic meters).
  - c. Include weight tickets as evidence of quantity.
7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

**PART 3 EXECUTION****2.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 013000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 015000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 016000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 017000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

**2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. 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.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Prebid meeting.
  - 2. Preconstruction meeting.
  - 3. Regular job-site meetings.
- E. 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.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. 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.

H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

I. 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.
  - g. 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.
  - h. 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.
  - d. Submit consent of surety to final payment.
  - e. 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.

e. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

#### 4. SUBMITTALS

a. Submit written warranties to the Consultant prior to the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.

1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Consultant within fifteen days of completion of that designated portion of the Work.

b. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

c. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

1) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name or the product, and the name, address and telephone number of the installer.

2) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

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 024100**  
**DEMOLITION**

**PART 3 EXECUTION**

**1.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.

**1.02 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION 024100**

**SECTION 033000**  
**CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Concrete for composite floor construction.
- C. Floors.
- D. Concrete reinforcement.
- E. Joint devices associated with concrete work.
- F. Concrete curing.

**1.02 RELATED REQUIREMENTS****1.03 REFERENCE STANDARDS**

- A. ACI 211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.
- B. ACI 301 - Specifications for Concrete Construction; 2020.
- C. ACI 302.1R - Guide to Concrete Floor and Slab Construction; 2015.
- D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- E. ACI 305R - Guide to Hot Weather Concreting; 2020.
- F. ACI 306R - Guide to Cold Weather Concreting; 2016.
- G. ACI 308R - Guide to External Curing of Concrete; 2016.
- H. ACI 318 - Building Code Requirements for Structural Concrete; 2019 (Reapproved 2022).
- I. ACI 347R - Guide to Formwork for Concrete; 2014 (Reapproved 2021).
- J. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2024.
- K. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2024a.
- L. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2024.
- M. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2025.
- N. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 50 mm [2 in.] Cube Specimens); 2024.

- O. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2020.
- P. ASTM C150/C150M - Standard Specification for Portland Cement; 2024.
- Q. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2024.
- R. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2024.
- S. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2025a.
- T. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2020.
- U. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2022.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Mix Design: Submit proposed concrete mix design.
- C. Test Reports: Submit report for each test or series of tests specified.
- D. Sustainable Design Submittal: If any fly ash, ground granulated blast furnace slag, silica fume, rice hull ash, or other waste material is used in mix designs to replace Portland cement, submit the total volume of concrete cast in place, mix design(s) used showing the quantity of portland cement replaced, reports showing successful cylinder testing, and temperature on day of pour if cold weather mix is used.

#### **1.05 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

#### **1.06 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.

### **PART 2 PRODUCTS**

#### **2.01 FORMWORK**

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  - 1. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.

2. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches (38 mm) of concrete surface.

## **2.02 REINFORCEMENT MATERIALS**

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
  1. Type: Deformed billet-steel bars.
  2. Finish: Unfinished, unless otherwise indicated.
- B. Reinforcement Accessories:
  1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
  2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
  3. Provide stainless steel, galvanized, plastic, or plastic coated steel components for placement within 1-1/2 inches (38 mm) of weathering surfaces.

## **2.03 CONCRETE MATERIALS**

- A. Cement: All concrete in contact with site soils: ASTM C150/C150M, Type V - Sulfate Resistant Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

## **2.04 ADMIXTURES**

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- D. Retarding Admixture: ASTM C494/C494M Type B.

## **2.05 ACCESSORY MATERIALS**

- A. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
  1. Grout: Comply with ASTM C1107/C1107M.
  2. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch (48 MPa).

3. Low-Slump, Dry Pack Products:
  - a. Five Star Products, Inc; Five Star Grout: [www.fivestarproducts.com/#sle](http://www.fivestarproducts.com/#sle).
  - b. Substitutions: See Section 016000 - Product Requirements.

## **2.06 BONDING AND JOINTING PRODUCTS**

### **2.07 CURING MATERIALS**

- A. Evaporation Reducer: Liquid thin-film-forming compound that reduces rapid moisture loss caused by high temperature, low humidity, and high winds; intended for application immediately after concrete placement.
  1. Products:
    - a. Dayton Superior Corporation; \_\_\_\_\_: [www.daytonsuperior.com/#sle](http://www.daytonsuperior.com/#sle).
    - b. Euclid Chemical Company ; EUCOBAR: [www.euclidchemical.com/#sle](http://www.euclidchemical.com/#sle).
    - c. Kaufman Products Inc; VaporAid: [www.kaufmanproducts.net/#sle](http://www.kaufmanproducts.net/#sle).
- B. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound; complying with ASTM C309.
  1. Products:
    - a. Euclid Chemical Company; COLOR-CRETE CURE AND SEAL VOC: [www.euclidchemical.com/#sle](http://www.euclidchemical.com/#sle).

### **2.08 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
  1. Replace as much Portland cement as possible with fly ash, ground granulated blast furnace slag, silica fume, or rice hull ash as is consistent with ACI recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
  1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- D. Normal Weight Concrete:
  1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: As indicated on drawings.
  2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.

3. Water-Cement Ratio: Maximum 40 percent by weight.
4. Maximum Aggregate Size: 5/8 inch (16 mm).

## 2.09 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

### 3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in accordance to bonding agent manufacturer's instructions.

### 3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

### 3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

### 3.05 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch (6 mm) or more in height.

C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch (6 mm) or more in height. Provide finish as follows:

1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.

### **3.06 CURING AND PROTECTION**

- A. Comply with requirements of ACI 308.1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

### **3.07 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards (76 cu m) or less of each class of concrete placed.
- E. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- F. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

### **3.08 DEFECTIVE CONCRETE**

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

### **3.09 PROTECTION**

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

**END OF SECTION 033000**

**SECTION 040120**  
**UNIT MASONRY CLEANER - ENVIRO KLEAN 'N RELEASE CLEANER**

**TEST AREA**

TEST A MINIMUM 4 FEET (121.92 CM) BY 4 FT. AREA ON EACH TYPE OF MASONRY. USE MANUFACTURER'S APPLICATION INSTRUCTIONS. LET THE TEST PANEL DRY 3 TO 7 DAYS BEFORE INSPECTION. KEEP TEST PANELS AVAILABLE FOR COMPARISON THROUGHOUT THE CLEANING PROJECT.

**MANUFACTURER**

PROSOCO, INC., 3741 GREENWAY CIRCLE, LAWRENCE, KS 66046. PHONE: (800) 255-4255; FAX: (785) 830-9797.  
E-MAIL: CUSTOMERCARE@PROSOCO.COM

**PRODUCT DESCRIPTION**

ENVIRO KLEAN® KLEAN 'N RELEASE IS A FRAGRANCE-FREE, ALL-PURPOSE CLEANER AND DEGREASER FOR USE ON SOILED STONE, TILE, MASONRY, EIFS, STUCCO AND METAL PANELS. IT IS SAFE ENOUGH FOR USE ON HISTORIC PRESERVATION AND RESTORATION PROJECTS YET STRONG ENOUGH FOR NEW CONSTRUCTION. KLEAN 'N RELEASE CAN ALSO BE USED ON WINDOWS, BATHROOM TUB AND TILE, COUNTER TOPS AND MORE. EASY-TO-USE KLEAN 'N RELEASE IS DILUTABLE WITH UP TO 10 PARTS WATER TO OFFER AN ECONOMICAL AND EFFECTIVE CONCENTRATE SOLUTION.

KLEAN 'N RELEASE IS A US EPA SAFER CHOICE CERTIFIED CLEANER THAT MEETS THE SAFER CHOICE DIRECT RELEASE CRITERIA FOR PRODUCTS WITH OUTDOOR USE. FORMULATED TO BE SAFER FOR WORKERS AND THE ENVIRONMENT BY USING READILY BIODEGRADABLE INGREDIENTS, KLEAN 'N RELEASE CONTAINS NO PHOSPHATES, HAZARDOUS SOLVENTS, OR ENVIRONMENTALLY HARMFUL SURFACTANTS. THE SOLUTION ALSO OFFERS MORE POSITIVE ENVIRONMENTAL AND HUMAN HEALTH CHARACTERISTICS THAN CONVENTIONAL CLEANING FORMULATIONS. KLEAN 'N RELEASE WAS INTENTIONALLY DESIGNED TO BE SAFER FOR USE AROUND PEOPLE, PLANTS, LAWNS, PETS OR WILDLIFE.

**TYPICAL TECHNICAL DATA**

FORM: CLEAR LIQUID, MILD ODOR

SPECIFIC GRAVITY: 1.05

PH: 10.90

WEIGHT/GALLON: 8.70 POUNDS

ACTIVE CONTENT: NOT APPLICABLE

TOTAL SOLIDS: NOT APPLICABLE

FLASH POINT: > 212 DEGREES FAHRENHEIT (> 100 DEGREES CELSIUS) ASTM D 3278

FREEZE POINT: 32 DEGREES FAHRENHEIT (0 DEGREES CELSIUS)

VOC CONTENT: 0

**LIMITATIONS**

REPEATED USE MAY DULL HIGHLY POLISHED NATURAL STONE SURFACES.

## APPLICATION

**BEFORE APPLYING, READ “PREPARATION” AND “SAFETY INFORMATION” SECTIONS IN THE MANUFACTURER’S PRODUCT DATA SHEET. USE IN CONCENTRATE OR DILUTE KLEAN ‘N RELEASE CLEANER CONCENTRATE WITH 1 TO 10 PARTS WATER. REFER TO PRODUCT DATA SHEET FOR RECOMMENDED DILUTION FOR INTENDED USE.**

**WORKING FROM BOTTOM TO TOP, PREWET THE SURFACE WITH CLEAN WATER.**

**APPLY THE CLEANING SOLUTION TO THE SURFACE USING A BRUSH OR LOW-PRESSURE SPRAY.**

**LET THE CLEANER DWELL ON THE SURFACE 1 TO 10 MINUTES, BASED ON TESTING. GENTLY SCRUB HEAVILY SOILED AREAS.**

**WORKING FROM BOTTOM TO TOP, RINSE THE SURFACE THOROUGHLY WITH CLEAN WATER.**

**REPEAT STEPS 1 THROUGH 4 IF NECESSARY.**

**CLEANUP: CLEAN TOOLS AND EQUIPMENT USING FRESH WATER.**

**END OF SECTION 040120**

**SECTION 054000**  
**COLD-FORMED METAL FRAMING**

**PART 2 PRODUCTS****1.01 PERFORMANCE REQUIREMENTS**

- A. Design Requirements: Design cold-formed framing systems, components and connectors to withstand specified design loads in compliance with ICC (IBC), ASCE 7, AISI S100, and AISI S240.
- B. Design Criteria: In accordance with applicable codes.
  1. Live load deflection meeting the following, unless otherwise indicated:
  2. Able to tolerate movement of components without damage, failure of joint seals, undue stress on fasteners, or other detrimental effects when subject to seasonal or cyclic day/night temperature ranges.
  3. Able to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.

**1.02 MATERIALS**

- A. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S240.

**1.03 STRUCTURAL FRAMING COMPONENTS**

- A. Wall Studs and Track Sections: AISI S240; c-shaped studs and u-shaped track sections in stud-matching nominal width and compatible height.

**1.04 CONNECTIONS**

- A. Performance Requirements: Provide connections in compliance with requirements of AISI S240.
- B. Structural Performance: Maintain load and movement capacity required by applicable building code and specified design criteria.

**PART 3 EXECUTION****2.01 EXAMINATION**

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

**2.02 INSTALLATION - GENERAL**

- A. Install structural members and connections in compliance with ASTM C1007.

**2.03 INSTALLATION OF STUDS**

- A. Install wall studs plumb and level.

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

**2.04 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.

**2.05 TOLERANCES**

- A. Studs - Vertical Alignment (Plumbness): 1/960 of span or 1/8 inch in 10 ft (3.2 mm in 3000 mm), in accordance with ASTM C1007.
- B. Studs - Maximum Variation from True Position: 1/8 inch (3.2 mm) in accordance with ASTM C1007.
- C. Stud Spacing: 1/8 inch (3.2 mm) from the designated spacing, provided that the cumulative error does not exceed the requirements of the finishing materials in accordance with ASTM C1007.

**END OF SECTION 054000**

**SECTION 062000**  
**FINISH CARPENTRY**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Finish carpentry items.
- B. Hardware and attachment accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 081416 - Flush Wood Doors.
- B. Section 099123 - Interior Painting: Painting of finish carpentry items.
- C. Section 099300 - Staining and Transparent Finishing: Staining and transparent finishing of finish carpentry items.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Samples: Submit two samples of finish wood, 4x4 inch (\_\_\_\_ x \_\_\_\_ mm) in size illustrating wood grain and specified finish.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Protect from moisture damage.

**PART 2 PRODUCTS****2.01 FINISH CARPENTRY ITEMS**

- A. Interior Woodwork Items:
  - 1. Moldings, Bases, Casings, and Miscellaneous Trim: Red Oak; prepare for stain finish.

**2.02 LUMBER MATERIALS**

- A. Hardwood Lumber: Red Oak species, quarter sawn, maximum moisture content of 6 percent ; with vertical grain , of quality suitable for transparent finish.
  - 1. Grading: In accordance with NHLA G-101 Grading Rules; [www.nhla.com](http://www.nhla.com).

**2.03 HARDWARE**

- A. Hardware: Comply with BHMA A156.9.

**2.04 FABRICATION**

- A. Shop assemble work for delivery to site, permitting passage through building openings.

- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

## **2.05 SHOP FINISHING**

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- D. Stain, seal, and varnish exposed to view surfaces. Brush apply only.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify adequacy of backing and support framing.

### **3.02 INSTALLATION**

- A. Set and secure materials and components in place, plumb and level.
- B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

### **3.03 TOLERANCES**

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

**END OF SECTION 062000**

**SECTION 066116**  
**SOLID SURFACE FABRICATIONS**

**SUMMARY****1.01 SECTION INCLUDES: PROVIDE SOLID SURFACING FABRICATIONS INCLUDING BUT NOT LIMITED TO FOLLOWING:**

- A. Chair Rail.

**1.02 RELATED SECTIONS: FOLLOWING DESCRIPTION OF WORK IS INCLUDED FOR REFERENCE ONLY AND SHALL NOT BE PRESUMED COMPLETE:**

- A. Waste management and disposal requirements: Section 01 74 19, Waste Management and Disposal.
- B. Provision of finish carpentry and architectural woodwork: Section 06 40 00, Architectural Woodwork.

**REFERENCES****2.01 ABBREVIATIONS AND ACRONYMS:**

- A. MDF: Medium Density Fiberboard.
- B. SCAQMD: South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
- C. VOC: Volatile Organic Compound.

**2.02 DEFINITIONS:**

- A. Solid Surface: Non-porous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment.

**2.03 REFERENCE STANDARDS:**

- A. - Medium Density Fiberboard (MDF) For Interior Applications
- B. - Standard Specification for Elastomeric Joint Sealants
- C. - Standard Test Method for Tensile Properties of Plastics
- D. - Standard Test Method for Rockwell Hardness of Plastics and Electrical Insulating Materials
- E. - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- F. - Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact)
- G. - Standard Test Method for Surface Burning Characteristics of Building Materials

- H. - Standard Test Method for Linear Thermal Expansion of Solid Materials with a Push-Rod Dilatometer
- I. - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi
- J. - Standard Practice for Determining Resistance of Plastics to Bacteria
- K. - Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials
- L.
  - IAPMO Z124-2011 - Plastic Plumbing Fixtures
- M. - Standard Method of Test of Surface Burning Characteristics of Building Materials
- N. - Food Equipment Materials
- O. - Adhesive and Sealant Applications (amended January 2005)
- P. - Standard for Test for Surface Burning Characteristics of Building Materials
- Q. - Standard for Chemical Emissions for Building Materials, GREENGUARD - Finishes and Furnishings, Section 7.1  
UL 2818
- R. - Gold Standard for Chemical Emissions for Building Materials, GREENGUARD - Finishes and Furnishings, Section 7.1 and 7.2  
UL 2818
- S. - GREENGUARD Certification Program, Method for Measuring Microbial Resistance from Various Sources Using Static Environmental Chambers

**ADMINISTRATIVE REQUIREMENTS**

**3.01 PREINSTALLATION MEETINGS:** ARRANGE PREINSTALLATION MEETING 1 WEEK PRIOR TO COMMENCING WORK WITH ALL PARTIES ASSOCIATED WITH TRADE AS DESIGNATED IN CONTRACT DOCUMENTS OR AS REQUESTED BY ARCHITECT. PRESIDED OVER BY CONTRACTOR, INCLUDE ARCHITECT WHO MAY ATTEND, SUBCONTRACTOR PERFORMING WORK OF THIS TRADE, OWNER'S REPRESENTATIVE, TESTING COMPANY'S REPRESENTATIVE AND CONSULTANTS OF APPLICABLE DISCIPLINE. REVIEW CONTRACT DOCUMENTS FOR WORK INCLUDED UNDER THIS TRADE AND DETERMINE COMPLETE UNDERSTANDING OF REQUIREMENTS AND RESPONSIBILITIES RELATIVE TO WORK INCLUDED, STORAGE AND HANDLING OF MATERIALS, MATERIALS TO BE USED, INSTALLATION OF MATERIALS, SEQUENCE AND QUALITY CONTROL, PROJECT STAFFING, RESTRICTIONS ON AREAS OF WORK AND OTHER MATTERS AFFECTING CONSTRUCTION, TO PERMIT COMPLIANCE WITH INTENT OF WORK OF THIS SECTION.

**SUBMITTALS**

**4.01 PRODUCT DATA:** INDICATE PRODUCT DESCRIPTION INCLUDING SOLID SURFACE SHEETS, SINKS, BOWLS AND ILLUSTRATING FULL RANGE OF STANDARD COLORS, FABRICATION INFORMATION AND COMPLIANCE WITH SPECIFIED PERFORMANCE REQUIREMENTS. SUBMIT PRODUCT DATA WITH RESISTANCE TO LIST OF CHEMICALS.

**4.02 SHOP DRAWINGS:** SUBMIT SHOP DRAWINGS FOR WORK OF THIS SECTION IN ACCORDANCE WITH SECTION 01 30 00. INDICATE PLANS, SECTIONS, DIMENSIONS, COMPONENT SIZES, EDGE DETAILS, THERMOSETTING REQUIREMENTS, FABRICATION DETAILS, ATTACHMENT PROVISIONS, SIZES OF FURRING, BLOCKING, INCLUDING CONCEALED BLOCKING AND COORDINATION REQUIREMENTS WITH ADJACENT WORK. SHOW LOCATIONS AND SIZES OF CUTOUTS AND HOLES FOR PLUMBING FIXTURES, FAUCETS, SOAP DISPENSERS, WASTE RECEPTACLES AND OTHER ITEMS INSTALLED IN SOLID SURFACE.

**4.03 COORDINATION DRAWINGS:** SUBMIT COORDINATION DRAWINGS INDICATING PLUMBING AND MISCELLANEOUS STEEL WORK INDICATING LOCATIONS OF WALL RATED OR NON-RATED, BLOCKING REQUIREMENTS, LOCATIONS AND RECESSED WALL ITEMS AND SIMILAR ITEMS.

**4.04 SAMPLES:** SUBMIT SAMPLES IN ACCORDANCE WITH SECTION 01 30 00. SUBMIT MINIMUM 6" X 6" SAMPLES. CUT SAMPLE AND SEAM TOGETHER FOR REPRESENTATION OF INCONSPICUOUS SEAM. INDICATE FULL RANGE OF COLOR AND PATTERN VARIATION. APPROVED SAMPLES WILL BE RETAINED AS STANDARDS FOR WORK.

**CLOSEOUT SUBMITTALS****5.01 OPERATIONAL AND MAINTENANCE DATA:**

- A. Submit manufacturer's care and maintenance data, including repair and cleaning instructions. Include in Project closeout documents.
- B. Provide a commercial care and maintenance kit and video. Review maintenance procedures and warranty details with Owner upon completion.

**QUALITY ASSURANCE****6.01 QUALIFICATIONS:**

- A. Installers: Provide work of this Section executed by competent installers with minimum 5 years experience in the application of Products, systems and assemblies specified and with approval and training of the Product manufacturers.

**6.02 MOCK-UPS:**

- A. Prior to final approval of Shop Drawings, erect 1 full size mock-up of each component at Project site demonstrating quality of materials and execution for Architect review.
- B. Should mock-up not be approved, rework or remake until approval is secured. Remove rejected units from Project site.
- C. Approved mock-up will be used as standard for acceptance of subsequent work.
- D. Approved mock-ups may remain as part of finished work.

**DELIVERY, STORAGE AND HANDLING****7.01 DELIVERY AND ACCEPTANCE REQUIREMENTS: DELIVER NO COMPONENTS TO PROJECT SITE UNTIL AREAS ARE READY FOR INSTALLATION.****7.02 STORAGE AND HANDLING REQUIREMENTS:**

- A. Store components indoors prior to installation.
- B. Handle materials to prevent damage to finished surfaces.

**WARRANTY****8.01 MANUFACTURER WARRANTY: PROVIDE MANUFACTURER'S STANDARD WARRANTY FOR MATERIAL ONLY FOR PERIOD OF 10 YEARS AGAINST DEFECTS AND/OR DEFICIENCIES IN ACCORDANCE WITH GENERAL CONDITIONS OF THE CONTRACT. PROMPTLY CORRECT ANY DEFECTS OR DEFICIENCIES WHICH BECOME APPARENT WITHIN WARRANTY PERIOD, TO SATISFACTION OF ARCHITECT AND AT NO EXPENSE TO OWNER.****PART 2 PRODUCTS****9.01 MANUFACTURERS****9.02 MANUFACTURER LIST: PRODUCTS OF FOLLOWING MANUFACTURERS ARE ACCEPTABLE SUBJECT TO CONFORMANCE TO REQUIREMENTS OF DRAWINGS, SCHEDULES AND SPECIFICATIONS:**

- A. Corian® by DuPont; [www.corian.com](http://www.corian.com)

**9.03 SUBSTITUTION LIMITATIONS: THIS SPECIFICATION IS BASED ON CORIAN® PRODUCTS. COMPARABLE PRODUCTS FROM MANUFACTURERS LISTED HEREIN WILL BE ACCEPTED PROVIDED THEY MEET REQUIREMENTS OF THIS SPECIFICATION.**

**MATERIALS**

**10.01 DESCRIPTION: 1/2" THICK PRODUCT.**

**10.02 COLOR: DEEP STORM.**

**10.03 SIZE: AS INDICATED ON DRAWINGS.**

**PART 3 EXECUTION**

**11.01 EXAMINATION**

**11.02 VERIFICATION OF CONDITIONS:**

- A. Examine substrates and conditions, with fabricator present for compliance with requirements for installation tolerances and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Verify actual site dimensions and location of adjacent materials prior to commencing work.
- C. Examine cabinets upon which counter tops are to be installed. Verify cabinets are level to within 1/8" in 10' - 0".
- D. Notify Architect in writing of any conditions which would be detrimental to installation.

**11.03 EVALUATION AND ASSESSMENT: COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF PREVIOUSLY COMPLETED WORK.**

**INSTALLATION**

**12.01 INSTALL COMPONENTS PLUMB, LEVEL, RIGID, SCRIBED TO ADJACENT FINISHES IN ACCORDANCE WITH REVIEWED SHOP DRAWINGS AND PRODUCT INSTALLATION DETAILS.**

**12.02 FABRICATE FIELD JOINTS USING MANUFACTURER'S RECOMMENDED ADHESIVE, WITH JOINTS BEING INCONSPICUOUS IN FINISHED WORK. EXPOSED JOINTS/SEAMS ARE NOT PERMITTED. KEEP COMPONENTS AND HANDS CLEAN WHEN MAKING JOINTS. REINFORCE FIELD JOINTS AS SPECIFIED HEREIN. CUT AND FINISH COMPONENT EDGES WITH CLEAN, SHARP RETURNS.**

**12.03 ROUTE RADII AND CONTOURS TO TEMPLATE. ANCHOR SECURELY TO BASE COMPONENT OR OTHER SUPPORTS. ALIGN ADJACENT COMPONENTS AND FORM SEAMS TO COMPLY WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS USING ADHESIVE IN COLOR TO MATCH WORK. CAREFULLY DRESS JOINTS SMOOTH, REMOVE SURFACE SCRATCHES AND CLEAN ENTIRE SURFACE.**

**12.04 SEAL BETWEEN WALL AND COMPONENTS WITH JOINT SEALANT AS SPECIFIED HEREIN AND IN SECTION 07 92 00, AS APPLICABLE.**

**12.05 KEEP COMPONENTS AND HANDS CLEAN DURING INSTALLATION. REMOVE ADHESIVES, SEALANTS AND OTHER STAINS. ENSURE COMPONENTS ARE CLEAN ON DATE OF SUBSTANTIAL COMPLETION OF THE WORK.**

**REPAIR**

**13.01 REPAIR MINOR IMPERFECTIONS AND CRACKED SEAMS AND REPLACE AREAS OF SEVERELY DAMAGED SURFACES IN ACCORDANCE WITH MANUFACTURER'S "TECHNICAL BULLETINS".**

**SITE QUALITY CONTROL**

**14.01 NON-CONFORMING WORK: REPLACE DAMAGED WORK WHICH CANNOT BE SATISFACTORILY REPAIRED, RESTORED OR CLEANED, TO SATISFACTION OF ARCHITECT AT NO COST TO OWNER.**

**CLEANING**

**15.01 REMOVE EXCESS ADHESIVE AND SEALANT FROM VISIBLE SURFACES.**

**15.02 CLEAN SURFACES IN ACCORDANCE WITH MANUFACTURER'S "CARE AND MAINTENANCE INSTRUCTIONS".**

**PROTECTION**

**16.01 PROVIDE PROTECTIVE COVERINGS TO PREVENT PHYSICAL DAMAGE OR STAINING FOLLOWING INSTALLATION FOR DURATION OF PROJECT.**

**16.02 PROTECT SURFACES FROM DAMAGE UNTIL DATE OF SUBSTANTIAL COMPLETION OF THE WORK.**

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**END OF SECTION 066116**

**SECTION 079200**  
**JOINT SEALANTS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
- C. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- D. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2022.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
  - 5. Substrates for which use of primer is required.
  - 6. Installation instructions, including precautions, limitations, and recommended backing materials and tools.

**1.04 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Nonsag Sealants:

1. Dow Chemical Company: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
2. Sika Corporation: www.usa-sika.com/#sle.
3. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
4. W.R. Meadows, Inc; Pourthane NS: www.wrmeadows.com/#sle.
5. Substitutions: See Section 016000 - Product Requirements.

## **2.02 JOINT SEALANT APPLICATIONS**

- A. Scope:
  1. Do Not Seal:
    - a. Joints indicated to be covered with manufactured expansion joint cover assemblies.
    - b. Joints where sealant is specified to be furnished and installed by manufacturer of product to be sealed.
    - c. Joints where sealant installation is specified in other sections.
  - B. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

## **2.03 NONSAG JOINT SEALANTS**

- A. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
  1. Movement Capability: Plus and minus 30 percent, minimum.

## **2.04 ACCESSORIES**

- A. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.

### **3.02 INSTALLATION**

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.

- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

**END OF SECTION 079200**

**SECTION 081416**  
**FLUSH WOOD DOORS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Flush wood doors; flush configuration; non-rated.

**1.02 RELATED REQUIREMENTS**

- A. Section 087100 - Door Hardware.
- B. Section 088000 - Glazing.
- C. Section 099123 - Interior Painting: Field finishing of doors.

**1.03 REFERENCE STANDARDS**

- A. ANSI A208.1 - American National Standard for Particleboard; 2022.
- B. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2025.
- C. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2025.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
- D. Samples: Submit two samples of door veneer, Min. 6x6 inch (\_\_\_\_ by \_\_\_\_ mm) in size illustrating wood grain, stain color, and sheen.
- E. Warranty, executed in Owner's name.

**1.05 QUALITY ASSURANCE**

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

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging, and inspect for damage.

- C. Protect doors with resilient packaging. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

## **1.07 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Wood Veneer Faced Doors:
  - 1. Marshfield Door Systems
  - 2. VT Industries, Inc: [www.vtindustries.com/#sle](http://www.vtindustries.com/#sle).
  - 3. Substitutions: See Section 016000 - Product Requirements.

### **2.02 DOORS AND PANELS**

- A. Doors: See drawings for locations and additional requirements.
  - 1. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches (44 mm) thick unless otherwise indicated; flush construction.
  - 1. Provide solid core doors at each location.
  - 2. Wood veneer facing with factory transparent finish as indicated on drawings.

### **2.03 DOOR AND PANEL CORES**

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

### **2.04 DOOR FACINGS**

- A. Veneer Facing for Transparent Finish: select White birch, veneer grade in accordance with quality standard indicated, rotary, with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.

### **2.05 DOOR CONSTRUCTION**

- A. Fabricate doors in accordance with door quality standard specified.

- B. Cores Constructed with stiles and rails:
  - 1. Provide solid blocks at lock edge for hardware reinforcement.
  - 2. Provide solid blocking for other throughbolted hardware.
- C. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- D. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- E. Provide edge clearances in accordance with the quality standard specified.

## 2.06 ACCESSORIES

- A. Glazed Openings:
  - 1. Heat-Strengthened and Fully Tempered Glass: ASTM C1048.
  - 2. Glazing: Single vision units, 1/4 inch (6.4 mm) thick glass.
  - 3. Tint: Clear.
- B. Glazing Stops: Wood, of same species as door facing, mitered corners; prepared for countersink style nails.
- C. Door Hardware: See Section 087100.

## PART 3 EXECUTION

### 3.01 EXAMINATION

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

### 3.02 INSTALLATION

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

**3.03 TOLERANCES**

- A. Comply with specified quality standard for fit and clearance tolerances.
- B. Comply with specified quality standard for telegraphing, warp, and squareness.

**3.04 ADJUSTING**

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

**END OF SECTION 081416**

**SECTION 087100**  
**DOOR HARDWARE**

**PART 1 GENERAL**

**1.01 REFERENCE STANDARDS**

- A. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2023.
- B. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus; 2019.
- C. BHMA A156.1 - Standard for Butts and Hinges; 2021.
- D. BHMA A156.2 - Bored and Preassembled Locks and Latches; 2022.
- E. BHMA A156.3 - Exit Devices; 2025.
- F. BHMA A156.4 - Door Closers and Pivots; 2024.
- G. BHMA A156.5 - Cylinders and Input Devices for Locks; 2020.
- H. BHMA A156.28 - Standard for Recommended Practices for Mechanical Keying Systems; 2023.
- I. BHMA A156.31 - Electric Strikes and Frame Mounted Actuators; 2024.
- J. ISO 9000 - Quality Management Systems -- Fundamentals and Vocabulary; 2015.
- K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2025.
- M. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- N. NFPA 105 - Standard for Smoke Door Assemblies and Other Opening Protectives; 2025.
- O. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; 2022.
- P. UL 10B - Standard for Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- Q. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- R. UL 305 - Standard for Panic Hardware; Current Edition, Including All Revisions.
- S. UL 1784 - Standard for Air Leakage Tests of Door Assemblies and Other Opening Protectives; Current Edition, Including All Revisions.
- T. WDMA I.S. 1A - Interior Architectural Wood Flush Doors; 2021, with Errata (2022).

## 1.02 SUMMARY

- A. Section includes:
  - 1. Mechanical door hardware
- B. Section excludes:
  - 1. Windows
  - 2. Cabinets (casework), including locks in cabinets
  - 3. Signage
  - 4. Toilet accessories
  - 5. Overhead doors
- C. Related Sections:
  - 1. Division 01 "General Requirements" sections for Allowances, Alternates, Owner Furnished Contractor Installed, Project Management and Coordination.
  - 2. Division 06 Section "Rough Carpentry"
  - 3. Division 06 Section "Finish Carpentry"
  - 4. Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation specified in this section.
  - 5. Division 08 Sections:
    - a. "Metal Doors and Frames"
    - b. "Flush Wood Doors"
    - c. "Stile and Rail Wood Doors"
    - d. "Interior Aluminum Doors and Frames"
    - e. "Aluminum-Framed Entrances and Storefronts"
    - f. "Stainless Steel Doors and Frames"
    - g. "Special Function Doors"
    - h. "Entrances"
  - 6. Division 26 feet (792.48 cm)'Electrical" sections for connections to electrical power system and for low-voltage wiring.
  - 7. Division 28 feet (853.44 cm)'Electronic Safety and Security" sections for coordination with other components of electronic access control system and fire alarm system.

**1.03 REFERENCES**

- A. UL LLC
  - 1. UL 10B - Fire Test of Door Assemblies
  - 2. UL 10C - Positive Pressure Test of Fire Door Assemblies
  - 3. UL 1784 - Air Leakage Tests of Door Assemblies
  - 4. UL 305 - Panic Hardware
- B. DHI - Door and Hardware Institute
  - 1. Sequence and Format for the Hardware Schedule
  - 2. Recommended Locations for Builders Hardware
  - 3. Keying Systems and Nomenclature
  - 4. Installation Guide for Doors and Hardware
- C. NFPA – National Fire Protection Association
  - 1. NFPA 70 – National Electric Code
  - 2. NFPA 80 – 2016 Edition – Standard for Fire Doors and Other Opening Protectives
  - 3. NFPA 101 – Life Safety Code
  - 4. NFPA 105 – Smoke and Draft Control Door Assemblies
  - 5. NFPA 252 – Fire Tests of Door Assemblies
- D. ANSI - American National Standards Institute
  - 1. ANSI A117.1 – 2017 Edition – Accessible and Usable Buildings and Facilities
  - 2. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties
  - 3. ANSI/BHMA A156.28 - Recommended Practices for Keying Systems
  - 4. ANSI/WDMA I.S. 1A - Interior Architectural Wood Flush Doors
  - 5. ANSI/SDI A250.8 - Standard Steel Doors and Frames

**1.04 SUBMITTALS**

- A. General:
  - 1. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.
  - 2. Prior to forwarding submittal:

- a. Review drawings and Sections from related trades to verify compatibility with specified hardware.
- b. Highlight, encircle, or otherwise specifically identify on submittals: deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.

B. Action Submittals:

1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Door Hardware Schedule:
  - a. Submit concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work critical in Project construction schedule.
  - b. Submit with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI.
  - c. Indicate complete designations of each item required for each opening, include:
    - 1) Door Index: door number, heading number, and Architect's hardware set number.
    - 2) Quantity, type, style, function, size, and finish of each hardware item.
    - 3) Name and manufacturer of each item.
    - 4) Fastenings and other pertinent information.
    - 5) Location of each hardware set cross-referenced to indications on Drawings.
    - 6) Explanation of all abbreviations, symbols, and codes contained in schedule.
    - 7) Mounting locations for hardware.
    - 8) Door and frame sizes and materials.
    - 9) Degree of door swing and handing.
3. Key Schedule:
  - a. After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled.
  - b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.

- c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
- d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
- e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion. Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
- f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.

C. Informational Submittals:

- 1. Provide Qualification Data for Supplier, Installer and Architectural Hardware Consultant.
- 2. Provide Product Data:
  - a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
  - b. Include warranties for specified door hardware.

D. Closeout Submittals:

- 1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:
  - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
  - b. Catalog pages for each product.
  - c. Final approved hardware schedule edited to reflect conditions as installed.
  - d. Final keying schedule
  - e. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

## **1.05 QUALITY ASSURANCE**

A. Qualifications and Responsibilities:

1. Supplier: Recognized architectural hardware supplier with a minimum of 5 years documented experience supplying both mechanical and electromechanical door hardware similar in quantity, type, and quality to that indicated for this Project. Supplier to be recognized as a factory direct distributor by the manufacturer of the primary materials with a warehousing facility in the Project's vicinity. Supplier to have on staff, a certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
2. Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.
3. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

B. Pre-Installation Meetings

1. Keying Conference
  - a. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
    - 1) Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
    - 2) Preliminary key system schematic diagram.
    - 3) Requirements for key control system.
    - 4) Requirements for access control.
    - 5) Address for delivery of keys.
2. Pre-installation Conference
  - a. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - b. Inspect and discuss preparatory work performed by other trades.
  - c. Inspect and discuss electrical roughing-in for electrified door hardware.
  - d. Review sequence of operation for each type of electrified door hardware.
  - e. Review required testing, inspecting, and certifying procedures.
  - f. Review questions or concerns related to proper installation and adjustment of door hardware.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping.
- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package. Deliver each article of hardware in manufacturer's original packaging.
- C. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
- D. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
- E. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

**1.07 COORDINATION**

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

**1.08 WARRANTY**

- A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within published warranty period.
  - 1. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.
  - 2. Warranty Period: Beginning from date of Substantial Completion, for durations indicated in manufacturer's published listings.

**1.09 MAINTENANCE**

- A. Turn over unused materials to Owner for maintenance purposes.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Approval of alternate manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category are only to be considered by official substitution request in accordance with section 01 25 00.
- B. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
- C. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

**2.02 MATERIALS**

- A. Fabrication
  1. Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. provide screws according to manufacturer's recognized installation standards for application intended.
  2. Finish exposed screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
  3. Provide concealed fasteners wherever possible for hardware units exposed when door is closed. Coordinate with "Metal Doors and Frames", "Flush Wood Doors", "Stile and Rail Wood Doors" to ensure proper reinforcements. Advise the Architect where visible fasteners, such as thru bolts, are required.
- B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
  1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

**2.03 HINGES**

- A. Manufacturers and Products:
  1. Scheduled Manufacturer and Product:
    - a. Ives 5BB series
  2. Acceptable Manufacturers and Products:
    - a. McKinney TB series
    - b. Best FBB series

## B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. Provide five knuckle, ball bearing hinges.
3. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914.4 mm) wide:
  - a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
  - b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high
4. 1-3/4 inch (44 mm) thick doors over 36 inches (914.4 mm) wide:
  - a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
  - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
5. 2 inches (50.8 mm) or thicker doors:
  - a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
  - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
6. Adjust hinge width for door, frame, and wall conditions to allow proper degree of opening.
7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
8. Where new hinges are specified for existing doors or existing frames, provide new hinges of identical size to hinge preparation present in existing door or existing frame.
9. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
  - a. Steel Hinges: Steel pins
  - b. Non-Ferrous Hinges: Stainless steel pins
  - c. Out-Swinging Exterior Doors: Non-removable pins
  - d. Out-Swinging Interior Lockable Doors: Non-removable pins
  - e. Interior Non-lockable Doors: Non-rising pins
10. Provide hinges with electrified options as scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to electrified locking component. Provide mortar guard for each electrified hinge specified.

**2.04 CYLINDRICAL LOCKS – GRADE 1**

## A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
  - a. Schlage ND series
2. Acceptable Manufacturers and Products:
  - a. Best 9K Series

B. Requirements:

1. Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 1, and UL Listed for 3-hour fire doors.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2-inch latch throw. Provide proper latch throw for UL listing at pairs.
4. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
5. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
6. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
7. Provide electrified options as scheduled in the hardware sets.
8. Lever Trim: Solid cast levers without plastic inserts and wrought roses on both sides.

## 2.05 EXIT DEVICES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
  - a. Von Duprin 99 series
2. Acceptable Manufacturers and Products:
  - a. Precision APEX 2000 series

B. Requirements:

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide smooth touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to standard architectural finishes to match balance of door hardware.

4. Touchpad must extend a minimum of one half of door width. No plastic inserts are allowed in touchpads.
5. Provide exit devices with deadlatching feature for security and for future addition of alarm kits and/or other electrified requirements.
6. Provide exit devices with weather resistant components that can withstand harsh conditions of various climates and corrosive cleaners used in outdoor pool environments.
7. Provide flush end caps for exit devices.
8. Provide exit devices with manufacturer's approved strikes.
9. Provide exit devices cut to door width and height. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect.
10. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
11. Provide cylinder or hex-key dogging as specified at non fire-rated openings.
12. Removable Mullions: 2 inches (50.8 mm) x 3 inches (76.2 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
13. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
14. Provide electrified options as scheduled.
15. Top latch mounting: double- or single-tab mount for steel doors, face mount for aluminum doors eliminating requirement of tabs, and double tab mount for wood doors.
16. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.
17. Special Options:
  - a. SI
    - 1) Provide dogging indicators for visible indication of dogging status.

## 2.06 CYLINDERS

- A. Manufacturers:
  1. Scheduled Manufacturer and Product:
    - a. Permanent cores furnished and installed by Owner (Montana State University).
  2. Acceptable Manufacturers and Products:

a. No Substitute

B. Requirements:

1. Provide cylinders/cores to match Owner's existing key system, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.

## **2.07 KEYING**

A. Requirements:

1. Construction Keying:

a. Replaceable Construction Cores.

- 1) Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
  - (a) 3 construction control keys
  - (b) 12 construction change (day) keys.
  - (c) Contractor will supply to Montana State University (MSU) Locksmith shop with a copy of the construction core master and core key.
- 2) Owner or Owner's Representative will replace temporary construction cores with permanent cores.

2. Permanent Keying:

a. Quantity: Furnish in the following quantities.

- 1) Permanent Control Keys: 3.
- 2) Master Keys: Provided by Owner.
- 3) Change (Day) Keys: Provided by Owner.
- 4) Key Blanks: Provided by Owner.

## **2.08 DOOR CLOSERS**

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. LCN 4040XP series

2. Acceptable Manufacturers and Products:

a. Sargent 281-LPRV

**B. Requirements:**

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
3. Cylinder Body: 1-1/2-inch 1.5 inch (38 mm) diameter piston with 5/8-inch (0.63 inch (16 mm)) diameter double heat-treated pinion journal. QR code with a direct link to maintenance instructions.
4. Hydraulic Fluid: Fireproof, passing requirements of UL 10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees Fahrenheit (48.89 degrees Celsius) to -30 degrees Fahrenheit (-1.11 degrees Celsius).
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards. Provide snap-on cover clip, with plastic covers, that secures cover to spring tube.
6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck. Provide graphically labelled instructions on the closer body adjacent to each adjustment valve. Provide positive stop on reg valve that prevents reg screw from being backed out.
7. Provide closers with solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
8. Pressure Relief Valve (PRV) Technology: Not permitted.
9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

**2.09 DOOR TRIM****A. Manufacturers:**

1. Scheduled Manufacturer:
  - a. Ives
2. Acceptable Manufacturers:
  - a. Trimco
  - b. Rockwood

B. Requirements:

1. Provide push plates, push bars, pull plates, pulls, and hands-free reversible door pulls with diameter and length as scheduled.

## **2.10 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS**

A. Manufacturers:

1. Scheduled Manufacturers:

- a. Glynn-Johnson

2. Acceptable Manufacturers:

- a. Rixson

- b. ABH

B. Requirements:

1. Provide overhead stop at any door where conditions do not allow for a wall stop or floor stop presents tripping hazard.

## **2.11 DOOR STOPS AND HOLDERS**

A. Manufacturers:

1. Scheduled Manufacturer:

- a. Ives

2. Acceptable Manufacturers:

- a. Trimco

- b. Rockwood

B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide concave type where lockset has a push button or thumbturn.
2. Where a wall stop cannot be used, provide universal floor stops.
3. Where wall or floor stop cannot be used, provide overhead stop.
4. Provide roller bumper where doors open into each other and overhead stop cannot be used.

## **2.12 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING**

A. Manufacturers:

1. Scheduled Manufacturer:
  - a. Zero International
2. Acceptable Manufacturers:
  - a. National Guard
  - b. Pemko

B. Requirements:

1. Provide thresholds, weather-stripping, and gasketing systems as specified and per architectural details. Match finish of other items.
2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
3. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.
4. Size thresholds 1/2 inch (12.7 mm) high by 5 inches (127 mm) wide by door width unless otherwise specified in the hardware sets or detailed in the drawings.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.02 INSTALLATION**

- A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
  1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
  2. Custom Steel Doors and Frames: HMMA 831.
  3. Interior Architectural Wood Flush Doors: ANSI/WDMA I.S. 1A

4. Installation Guide for Doors and Hardware: DHI TDH-007-20
- B. Install door hardware in accordance with NFPA 80, NFPA 101 and provide post-install inspection, testing as specified in section 1.03.E unless otherwise required to comply with governing regulations.
- C. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- D. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
- E. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
- F. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- G. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- H. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated.
- I. Lock Cylinders:
  1. Install construction cores to secure building and areas during construction period.
  2. Replace construction cores with permanent cores as indicated in keying section.
  3. Furnish permanent cores to Owner for installation.
- J. Wiring: Coordinate with Division 26, ELECTRICAL and Division 28 ELECTRONIC SAFETY AND SECURITY sections for:
  1. Conduit, junction boxes and wire pulls.
  2. Connections to and from power supplies to electrified hardware.
  3. Connections to fire/smoke alarm system and smoke evacuation system.
  4. Connection of wire to door position switches and wire runs to central room or area, as directed by Architect.
  5. Connections to panel interface modules, controllers, and gateways.
  6. Testing and labeling wires with Architect's opening number.
- K. Continuous Hinges: Re-locate the door and frame fire rating labels where they will remain visible so that the hinge does not cover the label once installed.

- L. Door Closers & Auto Operators: Mount closers/operators on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers/operators so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.
- M. Overhead Stops/Holders: Mount overhead stops/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
- N. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Architect.
- O. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- P. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- Q. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- R. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- S. Door Bottoms and Sweeps: Apply to bottom of door, forming seal with threshold when door is closed.

### **3.03 ADJUSTING**

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

### **3.04 CLEANING AND PROTECTION**

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

### **3.05 DOOR HARDWARE SCHEDULE**

- A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

B. Discrepancies, conflicting hardware, and missing items are to be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application.

C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.

D. Hardware Sets:

Abbreviation	Name
EXI	Existing
IVE	H.B. Ives
LCN	LCN Commercial Division
MED	Medeco High Security Locks Inc
SCH	Schlage Lock Company
VON	Von Duprin
ZER	Zero International Inc

#### HARDWARE GROUP NO. 01

##### FOR USE ON DOOR #(S):

1	2	3	5		
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##### PROVIDE EACH PR DOOR(S) WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	SET	HINGE	5BB1 (QTY, WEIGHT, SIZE, NRP AS REQ'D)		652	IVE
1	EA	KEYED REMOVABLE MULLION	KR4954-STAB-MT54		689	VON
1	EA	PANIC HARDWARE	LD-99-EO		626	VON
1	EA	PANIC HARDWARE	LD-99-L-2SI-06		626	VON
1	EA	SFIC MORTISE CYL.	80-132		626	SCH
1	EA	SFIC RIM CYLINDER	80-159		626	SCH
1	EA	ADA RIM CYL	XB13-379 @ THUMBTURN INSIDE		626	SCH
1	EA	SFIC PERMANENT	FURNISHED & INSTALLED		626	MED

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
		CORE	BY OWNER			
2	EA	SURFACE CLOSER (W/ SPRING STOP)	4040XP SCUSH	689	LCN	
2	EA	KICK PLATE	8400 10" B-CS	630	IVE	
1	EA	GASKETING	488S-BK @ HEAD & JAMBS	BK	ZER	
1	EA	MULLION SEAL	8780NBK PSA	BK	ZER	

**HARDWARE GROUP NO. 02****FOR USE ON DOOR #(S):**

7					
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**PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:**

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	SET	HINGE	5BB1 (QTY, WEIGHT, SIZE, NRP AS REQ'D)	652	IVE	
1	EA	PANIC HARDWARE	LD-99-L-2SI-06	626	VON	
1	EA	SFIC RIM CYLINDER	80-159	626	SCH	
1	EA	ADA RIM CYL	XB13-379 @ THUMBTURN INSIDE	626	SCH	
1	EA	SFIC CORE	FURNISHED PERMANENT & INSTALLED BY OWNER	626	MED	
1	EA	SURFACE CLOSER (W/ SPRING STOP)	4040XP SCUSH	689	LCN	
1	EA	KICK PLATE	8400 10" B-CS	630	IVE	
1	EA	GASKETING	488S-BK @ HEAD & JAMBS	BK	ZER	

**HARDWARE GROUP NO. 03****FOR USE ON DOOR #(S):**

8						
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**PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:**

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	SET	HINGE	5BB1 (QTY, WEIGHT, SIZE, NRP AS REQ'D)		652	IVE
1	EA	ENTRANCE LOCK	ND53HD RHO		626	SCH
1	EA	SFIC PERMANENT CORE	FURNISHED & INSTALLED BY OWNER		626	MED
1	EA	SURFACE CLOSER (W/ SPRING STOP)	4040XP SCUSH		689	LCN
1	EA	KICK PLATE	8400 10" B-CS		630	IVE
1	EA	GASKETING	488S-BK @ HEAD & JAMBS		BK	ZER

**HARDWARE GROUP NO. EX-01****FOR USE ON DOOR #(S):**

4	6					
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**PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:**

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA	PANIC HARDWARE	LD-99-L-2SI-06-GBK		626	VON
1	EA	SFIC RIM CYLINDER	80-159		626	SCH
1	EA	ADA RIM CYL XB13-379 @ THUMBTURN INSIDE			626	SCH
1	EA	SFIC PERMANENT CORE	FURNISHED & INSTALLED BY OWNER		626	MED

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA		REUSE BALANCE OF EXISTING HARDWARE			EXI

**AT EXISTING DOORS/FRAMES, GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS AS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.**

Door#	HwSet#
1	01
2	01
3	01
4	EX-01
5	01
6	EX-01
7	02
8	03

**END OF SECTION 087100**

**SECTION 088000**  
**GLAZING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Acoustic glazing units.

**1.02 RELATED REQUIREMENTS**

- A. Section 062000 - Finish Carpentry: \_\_\_\_\_ components with requirement for plastic.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass; 2021a.
- B. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2019.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data on Acoustic Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Samples: Submit two samples 12 by 12 inch (\_\_\_\_ by \_\_\_\_ mm) in size of glass units. Samples will be utilized to match the color of window glazing.

**1.05 FIELD CONDITIONS**

- A. Do not install glazing when ambient temperature is less than 40 degrees F (4 degrees C).

**1.06 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Acoustic Glass Fabricators:
  1. Viracon, Inc: [www.viracon.com/#sle](http://www.viracon.com/#sle).
  2. Substitutions: Refer to Section 016000 - Product Requirements.

**2.02 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES**

- A. Provide type and thickness of interior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative pressure acting normal to plane of glass.

1. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
2. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.

### **PART 3 EXECUTION**

#### **3.01 VERIFICATION OF CONDITIONS**

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that the minimum required face and edge clearances are being provided.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.
- D. Verify that sealing between joints of glass framing members has been completed effectively.
- E. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

#### **3.02 PREPARATION**

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

#### **3.03 INSTALLATION, GENERAL**

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, etc.

#### **3.04 CLEANING**

- A. See Section 017419 - Construction Waste Management and Disposal, for additional requirements.
- B. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- C. Remove non-permanent labels immediately after glazing installation is complete.
- D. Clean glass and adjacent surfaces after sealants are fully cured.

E. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

### **3.05 PROTECTION**

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

**END OF SECTION 088000**

**SECTION 092116**  
**GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Gypsum wallboard.
- B. Joint treatment and accessories.
- C. Textured finish system.

**1.02 RELATED REQUIREMENTS**

- A. Section 061000 - Rough Carpentry: Building framing and sheathing.
- B. Section 072500 - Weather Barriers: Water-resistive barrier over sheathing.
- C. Section 078400 - Firestopping: Top-of-wall assemblies at fire-resistance-rated walls.

**1.03 REFERENCE STANDARDS**

- A. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2024.
- B. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- C. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- D. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2024.
- E. GA-216 - Application and Finishing of Gypsum Panel Products; 2024.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data:
  - 1. Provide data on gypsum board, accessories, and joint finishing system.
- C. Samples: Submit two samples of gypsum board finished with proposed texture application, 18 by 18 inches (\_\_\_ by \_\_\_ mm) in size, indicating finish color and texture.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store gypsum products and accessories indoors and keep above freezing. Elevate boards above floor, on nonwicking supports, in accordance with manufacturer's recommendations.
- B. Store metal products to prevent corrosion.

**PART 2 PRODUCTS****2.01 BOARD MATERIALS**

- A. Manufacturers - Gypsum-Based Board:
  1. American Gypsum Company: [www.americangypsum.com](http://www.americangypsum.com).
  2. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
  3. Georgia-Pacific Gypsum: [www.gpgypsum.com](http://www.gpgypsum.com).
  4. National Gypsum Company: [www.nationalgypsum.com/#sle](http://www.nationalgypsum.com/#sle).
  5. PABCO Gypsum: [www.pab cogypsum.com](http://www.pab cogypsum.com).
  6. USG Corporation: [www.usg.com](http://www.usg.com).
  7. Substitutions: See Section 016000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  2. At Assemblies Indicated with Fire-Resistance Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
  3. Thickness:
    - a. Vertical Surfaces: 5/8 inch (16 mm).
    - b. Ceilings: 5/8 inch (16 mm).
- C. Gypsum board for fire rated assemblies:
  1. Thickness: 5/8 inch.
  2. Type: 'X'
  3. Refer to drawings for locations and number of layers.

**2.02 GYPSUM BOARD ACCESSORIES**

- A. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.

- B. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

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

#### **3.02 BOARD INSTALLATION**

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.

#### **3.03 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Corner Beads: Install at external corners, using longest practical lengths.
  - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
  - 2. Level 3: Walls to receive textured wall finish.
  - 3. Level 2: Restroom walls as backing for wall finish.
  - 4. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.

**END OF SECTION 092116**

**SECTION 095113**  
**ACOUSTICAL PANEL CEILINGS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

A. Drawings and general conditions of Contract, including General and Supplementary Conditions and Divisions-1 Specification sections apply to work of this section.

**1.02 SUMMARY**

A. Section Includes

1. Acoustical ceiling panels
2. Exposed grid suspension system
3. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings
4. Perimeter Trim

**1.03 REFERENCE STANDARDS**

A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.

B. ASTM E1414/E1414M - Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum; 2021a.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. Related Sections

1. Section 09 51 13 – Acoustical Tile Ceilings
2. Section 09 21 16 - Plaster and Gypsum Board
3. Section 01 74 19 - Construction Waste Management and Disposal
4. Division 23 - HVAC Air Distribution
5. Division 26 - Electrical

E. ALTERNATES

1. Prior Approval: Unless otherwise provided for in the Contract documents, proposed product substitutions may be submitted no later than TEN (10) working days prior to the date established for receipt of bids. Acceptability of a proposed substitution is contingent upon the Architect's review of the proposal for acceptability and approved products will be set forth by the Addenda. If included in a Bid are substitute products that have not been pre-approved by the architect and included in the Addenda, the originally specified products shall be provided without additional compensation.
2. Submittals that do not provide adequate data for the product evaluation will not be considered. The proposed substitution must meet all requirements of this section, including but not necessarily limited to, the following: Single source materials suppliers; Underwriters' Laboratories Classified Acoustical performance; Panel design, size, composition, color, and finish; Suspension system component profiles and sizes; Compliance with the referenced standards.

#### **1.04 REFERENCES**

- A. American Society for Testing and Materials (ASTM):
  1. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
  2. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
  3. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
  4. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
  5. ASTM C 635 Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
  6. ASTM C 636 Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels
  7. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
  8. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials
  9. ASTM E 580 Installation of Metal Suspension Systems in Areas Requiring Moderate Seismic Restraint
  10. ASTM E 1111 Standard Test Method for Measuring the Interzone Attenuation of Ceilings Systems
  11. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum
  12. ASTM E 1264 Classification for Acoustical Ceiling Products

- B. International Building Code
- C. ASHRAE Standard 62.1-2004, Ventilation for Acceptable Indoor Air Quality
- D. NFPA 70 National Electrical Code
- E. ASCE 7 American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures
- F. International Code Council-Evaluation Services - AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components
- G. International Code Council-Evaluation Services Report - Seismic Engineer Report
  - 1. ESR 1308 - Armstrong Suspension Systems
- H. International Association of Plumbing and Mechanical Officials - Seismic Engineer Report
  - 1. 0244 - Armstrong Single Span Suspension System
- I. California Department of Public Health CDPH/EHLB/Standard Method v1.2 2017
- J. International Well Building Standard
- K. Mindful Materials
- L. Living Building Challenge
- M. U.S. Department of Agriculture BioPreferred program (USDA BioPreferred).
- N. Clean Rooms up to ISO Class 5 (Class 100)

#### **1.05 SYSTEM DESCRIPTION**

- A. Continuous/Wall-to-wall

#### **1.06 SUBMITTALS**

- A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.
- B. Samples: Minimum 6-inch x 6-inch samples of specified acoustical panel; 8-inch-long samples of exposed wall molding and suspension system, including main runner and 4-foot cross tees.
- C. Shop Drawings: Layout and details of acoustical ceilings show locations of items that are to be coordinated with or supported by the ceilings.
- D. Acoustical Certifications: Manufacturer's certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material must carry an approved independent laboratory classification, such as Underwriter's Laboratory (UL), of NRC, CAC, and AC.

1. If the material supplied by the acoustical subcontractor does not have an independent laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the architect's or owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of, and replaced with complying product at the expense of the Contractor performing the work.

## **1.07 SUSTAINABLE MATERIALS**

- A. Transparency: Manufacturers will be given preference when they provide documentation to support sustainable requirements for the following: Material ingredient transparency, Removal of Red List Ingredients per LBCV3, Life Cycle impact information, Low-Emitting Materials, and Clean Air performance.
  1. Health Product Declaration (HPD). The end use product has a published, complete Health Product Declaration with disclosure at a minimum of 1000ppm of known hazards in compliance with the Health Product Declaration Open Standard.
  2. Declare Label. The end use product has a published Declare label by the International Living Future Institute with disclosure of 100 ppm with a designation of Red List Free or Compliant (less than 1% proprietary ingredients).
  3. Low Emitting products with VOC emissions data. Preference will be given to manufacturers that can provide emissions data showing their products meet any of the following: CDPH/EHLB/Standard Method v1.2-2017; Indoor Air Quality Certified to SCS-105 v4.2-2023
  4. Life cycle analysis. Products that have communicated lifecycle data through Environmental Product Declarations (EPDs) will be preferred.
  5. Biobased products derived from plants and other renewable materials will be given preference. Provide USDA Certified Biobased Product certification.
  6. End of Life Programs/Recycling: Where applicable, manufacturers that provide the option for recycling of their products into new products at end-of-life through take-back programs will be preferred.

## **1.08 QUALITY ASSURANCE**

- A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer to ensure fit and function.
- B. Installer Qualifications: Company specializing in performing specified work type, a minimum of three years of documented experience, and approved by the manufacturer.
- C. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
- D. Surface Burning Characteristics: Tested per ASTM E 84 and complying with ASTM E 1264 Classification.

**1.09 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

**1.10 PROJECT CONDITIONS**

- A. Space Enclosure:
  1. HumiGuard Plus Ceilings: Building areas to receive ceilings shall be free of construction dust and debris. Products with HumiGuard Plus performance and hot dipped galvanized steel, aluminum or stainless-steel suspension systems can be installed up to 120°F (49°C) and in spaces before the building is enclosed, where HVAC systems are cycled or not operating. Cannot be used in exterior applications where standing water is present or where moisture will come in direct contact with the ceiling.

**1.11 ALTERNATE CONSTRUCTION WASTE DISPOSAL**

- A. Ceiling material being reclaimed must be kept dry and free from debris.
- B. Before disposing of ceilings, contact the Armstrong Recycling Center at 877-276-7876, select option #1 then #8 to review with a consultant the condition and location of building where the ceilings will be removed. The consultant will verify the condition of the material and that it meets the Armstrong requirements for recycling. The Armstrong consultant will help facilitate the process to recycle the ceiling.

**1.12 WARRANTY**

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to the following:
  1. Acoustical Panels with HumiGuard® Max and HumiGuard® Plus performance: sagging and warping
  2. Acoustical panels with BioBlock® performance: growth of mold and mildew
  3. Grid System: rusting and manufacturer's defects
- B. Warranty Period:
  1. Ceiling System: Thirty (30) years from date of substantial completion

C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

### **1.13 MAINTENANCE**

A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.

1. Acoustical Ceiling Units: Furnish quality of full-size units equal to 10.0 percent of amount installed.
2. Exposed Suspension System Components: Furnish quantity of each exposed suspension component equal to 2.0 percent of amount installed.

## **PART 2 – PRODUCTS**

### **2.01 MANUFACTURERS**

A. Ceiling Panels:

1. Armstrong World Industries, Inc.

B. Suspension Systems:

1. Armstrong World Industries, Inc.

### **ACOUSTICAL CEILING UNITS**

A. Acoustical Panel Ceilings

1. Surface Texture: Medium Texture
2. Composition: Mineral Fiber
3. Color: White
4. Size: 24 inch (609.6 mm) x 24 in, 48 in x 48 inch (1219.2 mm)
5. Edge Profile: Sqaure Lay-In
6. Noise Reduction Coefficient (NRC) ASTM C 423 Classified w/ UL label on product carton: 0.70
7. Ceiling Attenuation Class (CAC): ASTM E1414/E1414M; Classified with UL label on product carton: 35, 38
8. Flame Spread: ASTM E 1264; Class A
9. Light Reflectance (LR) White Panel: ASTM E 1477; 0.85
10. Dimensional Stability: HumiGuard Plus

11. Recycle Content: Up to 77% total recycled content. (Total recycled content: pre-consumer, post-consumer and post-industrial)
12. Material Ingredient Transparency: Health Product Declaration (HPD); Declare Label
13. Life Cycle Assessment: Third Party Certified Environmental Product Declaration (EPD)
14. Indoor Air Quality Certified to SCS-105 v4.2-2023
15. USDA Certified Biobased Product
16. Basis of Design: CIRRUS, item number 581, as manufactured by Armstrong World Industries, Inc.
17. Substitutions: Refer to Alternates in Part 1.

### **3.02 METAL SUSPENSION SYSTEMS**

- A. Components: Main beams and cross tees, base metal and end detail, fabricated from commercial quality hot dipped galvanized steel complying with ASTM A 653. Main beams and cross tees are double-web steel construction exposed flange design. Exposed surfaces chemically cleansed, capping prefinished galvanized steel in baked polyester paint. Main beams and cross tees shall have rotary stitching.
  1. Structural Classification: ASTM C 635 Intermediate or Heavy Duty.
  2. Color: White or match the actual color of the selected ceiling tile, unless noted otherwise.
  3. Sustainability: Environmental Product Declaration (EPD), Health Product Declaration (HPD)
  4. Basis of Design (select one to work with specified ceiling):
    - a. Prelude XL 15/16" Exposed Tee as manufactured by Armstrong World Industries, Inc.
    - b. Prelude XL Fire Guard 15/16" Exposed Tee as manufactured by Armstrong World Industries, Inc.
    - c. Suprafine XL 9/16" Exposed Tee as manufactured by Armstrong World Industries, Inc.
    - d. Interlude XL 9/16" HRC Dimensional Tee as manufactured by Armstrong World Industries, Inc.
    - e. Silhouette XL 9/16" in Bolt Slot (1/4" or 1/8" reveal) as manufactured by Armstrong World Industries, Inc.
  5. Substitutions: Refer to Alternates in Part 1.
- B. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
- C. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft annealed, with a yield stress load of at least three times design load, but not less than 12 gauge.

- D. Edge Moldings and Trim as manufactured by Armstrong World Industries, Inc.
- E. Accessories as manufactured by Armstrong World Industries, Inc.

### **PART 3 – EXECUTION**

#### **4.01 EXAMINATION**

- A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations. (Exception: HumiGuard Max Ceilings)

#### **PREPARATION**

- A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.
- B. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.
  - 1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

#### **INSTALLATION**

- A. Follow manufacturer installation instructions.
- B. Install suspension system and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.
- C. Suspend main beam from overhead construction with hanger wires spaced 4 feet (121.92 cm) on center along the length of the main runner. Install hanger wires plumb and straight.
- D. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.
- E. For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.
- F. Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.

#### **ADJUSTING AND CLEANING**

- A. Replace damaged and broken panels.

B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove any ceiling products that cannot be successfully cleaned and or repaired. Replace with attic stock or new product to eliminate evidence of damage.

**END OF SECTION 095113**

**SECTION 096500**  
**RESILIENT FLOORING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Resilient tile flooring.

**1.02 REFERENCE STANDARDS**

- A. ASTM F1700 - Standard Specification for Solid Vinyl Floor in Modular Format such as Tile(s) or Plank(s); 2025.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.

**PART 2 PRODUCTS****2.01 TILE FLOORING**

- A. Vinyl Tile: Printed film type, with transparent or translucent wear layer; acoustic interlayer or backing.
  - 1. Manufacturers:
    - a. Shaw Contract; Dialogue: <https://www.shawcontract.com/en-us/products/4143v/colors/43518>.
    - b. Substitutions: See Section 016000 - Product Requirements.
  - 2. Minimum Requirements: Comply with ASTM F1700, Class III.
  - 3. Wear Layer Thickness: 0.020 inch (0.51 mm).
  - 4. Total Thickness: 0.20 inch (5 mm).

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- B. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- C. Vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.03 INSTALLATION - GENERAL**

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

**END OF SECTION 096500**

**SECTION 096513**  
**RESILIENT WALL BASE**

**PART 1 GENERAL****1.01 REFERENCE STANDARDS**

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.
- B. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2025.
- C. ASTM F925 - Standard Test Method for Resistance to Chemicals of Resilient Flooring; 2013 (Reapproved 2020).
- D. ASTM F1861 - Standard Specification for Resilient Wall Base; 2021 (Reapproved 2025).
- E. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2023.

**1.02 RELATED DOCUMENTS**

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

**1.03 SUMMARY**

- A. Section Includes:
  - 1. Resilient Wall Base.

**1.04 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- D. Product Schedule: For resilient products. Use same designations indicated on Drawings.

**1.05 QUALITY ASSURANCE**

- A. Installation Qualification: Contractors for floor covering installation should be experienced in managing commercial flooring projects and provide professional installers, qualified to install the various flooring materials specified. An installer is "qualified" if trained, or a certified by Tarkett or a certified INSTALL (International Standards & Training Alliance) resilient floor covering installer.
- B. Mockups: Provide resilient products with mockups specified in other Sections.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Tarkett, but not less than 55 degrees Fahrenheit (12.78 degrees Celsius) or more than 85 degrees Fahrenheit (29.44 degrees Celsius).

**1.07 PROJECT CONDITIONS**

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Tarkett, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Tarkett, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

**PART 2 PRODUCTS****2.01 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. Flooring products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

**2.02 RESILIENT TRADITIONAL RUBBER DURACOVE WALL BASE**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Tarkett Traditional Thermoplastic Rubber Wall Base.
- B. Performance requirements meets ASTM F1861 Standard Specification for Resilient Thermoplastic Rubber Wall Base, Type TP, Group 1.
- C. For thickness specify, 0.125" 0.12 inch (3.17 mm)
- D. For type, specify: Coved
- E. For height specify: 4"

- F. For 2.5", 4" or 4.5" heights, specify length: 4' ( 1.33 yard (1.22 meter) )
- G. Colors and Patterns: Black
- H. Test Data:
  - 1. Flexibility, ASTM F137: Passes 1/4 inch (6.35 mm) mandrel
  - 2. Resistance to light, ASTM F1515: Passes
  - 3. Resistance to chemicals, ASTM F925: Passes
  - 4. ASTM E648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class 1.

## **2.03 INSTALLATION MATERIALS**

- A. Adhesives: as recommended by Tarkett to meet site conditions
  - 1. Tarkett 960 Cove Base Adhesive (Porous applications)
  - 2. Tarkett 946 Premium Contact Bond Adhesive (Non-porous applications)

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Prepare substrates according to Tarkett's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.03 RESILIENT BASE INSTALLATION**

- A. Comply with Tarkett's written instructions for installing resilient base.

- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.

**3.04 CLEANING AND PROTECTION**

- A. Comply with Tarkett's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

**END OF SECTION 096513**

**SECTION 096813  
TILE CARPETING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Carpet tile, fully adhered.

**1.02 RELATED REQUIREMENTS**

- A. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.

**1.05 FIELD CONDITIONS**

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Tile Carpeting:
  - 1. Shaw Contract.
  - 2. Substitutions: See Section 016000 - Product Requirements.

**2.02 MATERIALS**

- A. Tile Carpeting
  - 1. Tile Size: 9 in x 36 in
  - 2. Color: As indicated on drawings.
  - 3. Pattern: Ashlar.

## 2.03 ACCESSORIES

- A. Edge Strips: Embossed aluminum, color as selected by Architect.
- B. Adhesives:
  - 1. Compatible with materials being adhered; maximum VOC content as specified in Section 016116.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and pH.
  - 1. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.

### 3.02 PREPARATION

- A. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- B. Vacuum clean substrate.

### 3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Fully adhere carpet tile to substrate.
- G. Trim carpet tile neatly at walls and around interruptions.
- H. Complete installation of edge strips, concealing exposed edges.

### 3.04 CLEANING

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

**END OF SECTION 096813**

**SECTION 098000**  
**ACOUSTIC TREATMENT**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Melody mScores-Rap Acoustical wall panels.

**1.02 REFERENCE STANDARDS**

- A. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method; 2023, with Editorial Revision (2024).
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

**1.03 RELATED SECTIONS**

- A. Section 092116 - Gypsum Board Assemblies.
- B. Section 095113 - Suspended Acoustical Ceilings: Conventional grid-supported acoustic ceilings.
- C. Section 099123 - Interior Painting.

**1.04 REFERENCES**

- A. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method; 2000.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2000a.

**1.05 PERFORMANCE REQUIREMENTS**

- A. Acoustical Absorption: Perform testing in accordance with ASTM C423, Type A mounting method unless otherwise specified.
- B. Flame Spread Rating: Provide all components with Class A flame spread rating when tested in accordance with ASTM E84, unless otherwise specified.

**1.06 SUBMITTALS**

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation methods.
  4. Independent testing agency test reports.

- C. Selection Samples: For each product specified, two complete sets of color samples representing manufacturer's full range of available colors and patterns.
- D. Verification Samples: For each product specified, two samples, minimum size 6 inches (152.4 mm) square, representing actual product, color, and patterns.

#### **1.07 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Minimum 10 years of experience in producing acoustical products.
- B. Installer Qualifications: Acceptable to the manufacturer of the acoustical products being installed.
- C. Mock-Up: Provide a mock-up for evaluation of installed appearance.
  - 1. Install acoustical products in areas designated by Architect.
  - 2. Do not proceed with remaining work until Architect approves workmanship and appearance.
  - 3. Approved mock-up may remain as part of the work.
- D. Dimensional Tolerances of Finished Units: Plus or minus 1/16 inch (1.59 mm) for the following:
  - 1. Thickness.
  - 2. Edge straightness.
  - 3. Overall length and width.
  - 4. Squareness from corner to corner.

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Protect acoustical products from moisture during shipment, storage, and handling.
- B. Store products in manufacturer's unopened packaging until ready for installation.
  - 1. Store materials flat, in dry, well-ventilated space.
  - 2. Do not stand panels on end.
  - 3. Protect edges from damage.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### **1.09 PROJECT CONDITIONS**

- A. Do not begin installation of acoustical products until building has been enclosed and environmental conditions approximate those that will prevail when building is occupied.

B. Environmental Requirements: Do not install panels until wet work, such as concrete and plastering, is complete; the building is enclosed; and the temperature and relative humidity are stabilized at 60 – 80 degrees Fahrenheit (26.67 degrees Celsius) and 40% to 50%, respectively.

## **1.10 EXTRA MATERIALS**

- A. See Section 01600 - Product Requirements, for additional provisions.
- B. Provide 5 percent, but not less than 1 of each type of acoustical unit actually installed, for Owner's use in maintenance.

# **PART 2 PRODUCTS**

## **2.01 MANUFACTURERS**

- A. Acceptable Manufacturer: G&S Acoustics; 3555 Scarlet Oak Blvd., St. Louis, MO 63122. ASD. Tel: (636) 225-8800 or (800) 737-0307. Fax: (636) 225-2966. Email: [inquiry@gsacoustics.com](mailto:inquiry@gsacoustics.com). [www.gsacoustics.com](http://www.gsacoustics.com).
- B. Substitutions: Refer to Alternates in Part 1.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.
- D. Provide all acoustical products specified herein by a single manufacturer.

## **2.02 ACOUSTICAL WALL PANELS**

- A. Polyester Fiber Panels: Melody mScores-Rap Wall Panels (MSR); 100% PET polyester core, seamless finish material wrapped and bonded to back side of panels
  1. Core Thickness: 1 inch (25.4 mm); 7 pcf polyester
  2. NRC: 1 inch (25.4 mm) .75
  3. Size: Shapes and sizes as noted on drawings.
  4. Finish: Manufacturers standard polyester fabric
  5. Edges: Square
  6. Corners: Square
  7. Corners: Radius
  8. Shape: Size as noted on drawings
  9. Mounting: Adhesive and impaling clips

**2.03 ACCESSORIES**

- A. Mounting Adhesive and Impaling clips: Water-based, heavy-bodied adhesive as recommended by manufacturer of acoustical panels with manufacturer's standard  $\frac{3}{4}$ " by  $1\frac{1}{2}$ " inches (19 by 1.5 inch (38 mm) galvanized mounting clips designed for impaling back side of units.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

**3.02 PREPARATION**

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

**3.03 INSTALLATION**

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Adhesive Mounting: Apply adhesive using caulk gun in a bead around entire perimeter and ribbon configuration in center area. Block panel for not less than 24 hours until adhesive has set.

**3.04 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

**END OF SECTION 098000**

**SECTION 098400**  
**ACOUSTIC ROOM COMPONENTS**

**PART 1 – GENERAL****1.01 RELATED DOCUMENTS**

A. Drawings and general conditions of Contract, including General and Supplementary Conditions and Divisions-1 Specification sections apply to work of this section.

**1.02 SUMMARY**

A. Section Includes

1. Acoustical wall panels
2. Concealed mounting system
3. Perimeter Trim

**1.03 REFERENCE STANDARDS**

A. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.

B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

C. ALTERNATES

1. Prior Approval: Unless otherwise provided for in the Contract documents, proposed product substitutions may be submitted no later than TEN (10) working days prior to the date established for receipt of bids. Acceptability of a proposed substitution is contingent upon the Architect's review of the proposal for acceptability and approved products will be set forth by the Addenda. If included in a Bid are substitute products that have not been pre-approved by the architect and included in the Addenda, the originally specified products shall be provided without additional compensation.
2. Submittals that do not provide adequate data for the product evaluation will not be considered. The proposed substitution must meet all requirements of this section, including but not necessarily limited to, the following: Single source materials suppliers; performance; Panel design, size, composition, color, and finish; Mounting system component profiles and sizes; Compliance with the referenced standards.

**1.04 REFERENCES**

A. American Society for Testing and Materials (ASTM):

1. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method

2. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials
3. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum

- B. NFPA 70 National Electrical Code
- C. International Code Council-Evaluation Services - AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components
- D. International Code Council-Evaluation Services Report - Seismic Engineer Report
  1. ESR 1308 - Armstrong Suspension Systems

#### **1.05 SYSTEM DESCRIPTION**

- A. Wall-mounted panels

#### **1.06 SUBMITTALS**

- A. Product Data: Submit manufacturer's [technical data](#) for each type of acoustical wall panel and mounting system required.
- B. Samples: Minimum [fabric samples](#) of specified acoustical panel.
- C. Shop Drawings: Layout and details of acoustical wall showing locations of panels.
- D. Acoustical Certifications: Manufacturer's certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material must carry an approved independent laboratory classification, such as Underwriter's Laboratory (UL) of NRC.
  1. If the material supplied by the acoustical subcontractor does not have an independent laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the architect's or owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of, and replaced with complying product at the expense of the Contractor performing the work.

#### **1.07 SUSTAINABLE MATERIALS**

- A. Transparency: Manufacturers will be given preference when they provide documentation to support sustainable requirements for the following: Material ingredient transparency, Removal of Red List Ingredients per LBCV3, Life Cycle impact information, Low-Emitting Materials, and Clean Air performance.
  1. End of Life Programs/Recycling: Where applicable, manufacturers that provide the option for recycling of their products into new products at end-of-life through take-back programs will be preferred.

**1.08 QUALITY ASSURANCE**

- A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer to ensure fit and function.
- B. Installer Qualifications: Company specializing in performing specified work type, a minimum of three years of documented experience, and approved by the manufacturer.
- C. Fire Performance Characteristics: Identify acoustical wall components with appropriate markings of applicable testing and inspecting organization.
- D. Surface Burning Characteristics: Tested per ASTM E 84 and complying with ASTM E 1264 Classification.

**1.09 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver acoustical wall units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical wall units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical wall units carefully to avoid damaging in any way.

**1.10 PROJECT CONDITIONS**

- A. Space Enclosure:
  - 1. Building areas to receive wall panels shall be free of construction dust and debris. Products with HumiGuard Plus performance and hot dipped galvanized steel, aluminum or stainless-steel suspension systems can be installed up to 120°F (49°C) and in spaces before the building is enclosed, where HVAC systems are cycled or not operating. Cannot be used in exterior applications where standing water is present or where moisture will come in direct contact with the wall.

**1.11 WARRANTY**

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to the following:
  - 1. Acoustical Wall Panels: Sagging and warping as a result of defects in materials or factory workmanship.
  - 2. Mounting System: Rusting and manufacturer's defects
- B. Warranty Period:
  - 1. Wall System: One (1) year from date of substantial completion

C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

## **1.12 MAINTENANCE**

- A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.
  - 1. Acoustical Wall Units: Furnish quality of full-size units equal to 5.0 percent of amount installed.
  - 2. Mounting System Components: Furnish quantity of each exposed suspension component equal to 2.0 percent of amount installed.

## **PART 2 – PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Acoustical Wall Panels:
  - 1. Armstrong World Industries, Inc.
- B. Mounting Systems:
  - 1. Armstrong World Industries, Inc.

### **ACOUSTICAL WALL UNITS**

- A. Acoustic Room Components
  - 1. Surface Texture: Fabric
  - 2. Composition: Fiberglass (Soundsoak 85)
  - 3. Fabric:  
FR-701: Blue Neutral (FRBN), Black (FRBL), Blue Papier (FRBR), Ultramarine (FRUM), Blue Plum (FRBE), Wheat (FRWE), Crystal Blue (FRCB), Silver Neutral (FRSN), Grey Mix (FRGM), Opal (FROP), Bone (FRBO), Deep Burgundy (FRDB), Quartz (FRQZ), Silver Papier (FRSP), Cement Mix (FRCM)  
Lido: Bryce Canyon (LDBC), Balboa (LDBA), Hermosa (LDHE), Oak Bluffs (LDOB)
    - a. Anchorage: Angora (ANAG), Vanilla (ANVN), Goose (ANGS), Birch (ANBR)  
Metallation: Chrome (MTCH), Polished Pewter (MTPP), Stainless (MTST), Stove Pipe (MTSP),  
Welded Steel (MTWS)  
Spinel: Opal (SPOP), Sandstone (SPSS)
  - 4. Size: As per drawings
  - 5. Edge Profile: Square
  - 6. Noise Reduction Coefficient (NRC) ASTM C 423 Classified w/ UL label on product carton: 0.75

7. Flame Spread: ASTM E 1264; Class A 25/250
8. Recycle Content: Up to 67% for Soundsoak 60 and 53% for Soundsoak 85 total recycled content.  
(Total recycled content: pre-consumer, post-consumer and post-industrial)
9. Basis of Design: Soundsoak 85 (item 32061FR), as manufactured by Armstrong World Industries, Inc.
10. Substitutions: Refer to Alternates in Part 1.

### **3.02 MOUNTING SYSTEMS**

- A. Components as manufactured by Armstrong World Industries, Inc.  
3856\_ \_ \_ 120" Impact Corner (All fabrics)  
4062\_ \_ \_ 120" long 1" J-Molding (BL, GW, FG, LT, SA)  
4064\_ \_ \_ 120" long 3/4" J-Molding (BL, GW, FG, LT, SA)
- B. Accessories as manufactured by Armstrong World Industries, Inc.  
5861\_ \_ \_ 100" Mounting Rail (Solid Wood: CCY, CMA, CWA, NDC, NLC, NMP, XX)  
5862 100" Rail Spacer for Soundsoak 85 (Solid Wood: XX)  
5863\_ \_ \_ 100" Rail Insert (Solid Wood: CCY, CMA, CWA, NDC, NLC, NMP, XX, BL)  
5963NA 96" Rail Insert – Aluminum  
5864\_ \_ \_ 100" Rail Cap (Solid Wood: CCY, CMA, CWA, NDC, NLC, NMP, XX)  
5865XX 100" Extended Rail Cap for Soundsoak 85 (Solid Wood: XX)  
5866\_ \_ \_ 100" Easel Ledge (Solid Wood: CCY, CMA, CWA, NDC, NLC, NMP, XX)

## **PART 3 – EXECUTION**

### **4.01 EXAMINATION**

- A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations.

### **PREPARATION**

- A. Measure each area and establish layout of acoustical units to balance border widths at opposite edges of the space. Coordinate panel layout with mechanical and electrical fixtures.
- B. Coordination: Furnish layouts for preset inserts, clips, and other wall anchors whose installation is specified in other sections.
  1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

### **INSTALLATION**

- A. Follow manufacturer installation instructions.

- B. Install mounting system and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.

**ADJUSTING AND CLEANING**

- A. Replace damaged and broken panels.
- B. Clean exposed surfaces of acoustical walls, including trim, edge moldings, and mounting members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove any wall products that cannot be successfully cleaned and or repaired. Replace with attic stock or new product to eliminate evidence of damage.

**END OF SECTION 098400**

**SECTION 099123**  
**INTERIOR PAINTING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints and stains.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Floors, unless specifically indicated.
  - 6. Glass.
  - 7. Acoustical materials, unless specifically indicated.
  - 8. Concealed pipes, ducts, and conduits.

**1.02 REFERENCE STANDARDS**

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020 (Reapproved 2025).
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).

3. Cross-reference to specified paint system products to be used in project; include description of each system.
- C. Samples: Submit two paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
  1. Where sheen is specified, submit samples in only that sheen.
  2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens not required.
- D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on the actual surface to be applied to in the field, 12x12 inch (\_\_\_\_ x \_\_\_\_ mm) in size.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 016000 - Product Requirements, for additional provisions.
  2. Extra Paint and Finish Materials: 1 gal (4 L) of each color; from the same product run, store where directed.
  3. Label each container with color in addition to the manufacturer's label.

#### **1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

#### **1.06 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.
- D. Provide lighting level of 80 fc (860 lux) measured mid-height at substrate surface.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
  - 1. If a single manufacturer cannot provide specified products; minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
  - 2. Substitution of other products by the same manufacturer is preferred over substitution of products by a different manufacturer.
- B. Paints:
  - 1. Rodda Paint Co: [www.roddapaint.com/#sle](http://www.roddapaint.com/#sle).
  - 2. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
  - 3. Benjamin Moore - Regal Select.
- C. Substitutions: See Section 016000 - Product Requirements.

### 2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content: See Section 016116.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: As indicated on drawings.

**2.03 PAINT SYSTEMS - INTERIOR**

- A. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, uncoated steel, and shop primed steel.
  - 1. For hand textured surfaces: Two top coats and one coat primer. Backroll required.
  - 2. For sprayed textured surfaces: Preprime prior to texture, then two top coats and one coat primer.
  - 3. Top Coat(s): Interior Latex.

**2.04 PRIMERS**

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
  - 1. Interior Latex Primer Sealer.

**2.05 ACCESSORY MATERIALS**

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

**PART 3 EXECUTION****3.01 EXAMINATION**

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

**3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.

- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- G. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.

### **3.03 APPLICATION**

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- F. Sand wood and metal surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 CLEANING**

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

**END OF SECTION 099123**

**SECTION 099300**  
**STAINING AND TRANSPARENT FINISHING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Field application of stains.

**1.02 RELATED REQUIREMENTS**

- A. Section 099123 - Interior Painting: Stains and transparent finishes for concrete substrates.

**1.03 REFERENCE STANDARDS**

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020 (Reapproved 2025).
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  1. Manufacturer's name, product name and catalog number, and general product category.
  2. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Samples: Submit two samples, illustrating selected colors and sheens for each system. Submit on actual wood substrate to be finished, 6x6 inch (\_\_\_\_ x \_\_\_\_ mm) in size.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  1. See Section 016000 - Product Requirements for additional provisions.
  2. Extra Stock Materials: Stain and transparent finish materials, 1 gal (4 L) of each color and type; store where directed.
  3. Label each container with color and type in addition to the manufacturer's label.

**1.05 QUALITY ASSURANCE**

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

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

- B. Container Label: Include manufacturer's name, type of stain or transparent finish, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Stain and Transparent Finish Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

## **1.07 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by manufacturer of stains and transparent finishes.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

# **PART 2 PRODUCTS**

## **2.01 MANUFACTURERS**

- A. Stains:
  - 1. Behr Process Corporation: [www.behr.com/#sle](http://www.behr.com/#sle).
  - 2. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
  - 3. Substitutions: See Section 016000 - Product Requirements.

## **2.02 STAINS AND TRANSPARENT FINISHES - GENERAL**

- A. Finishes:
  - 1. Provide finishes capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Provide materials compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 3. Supply each finish material in quantity required to complete entire project's work from a single production run.
  - 4. Do not reduce, thin, or dilute finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

## **2.03 INTERIOR STAIN AND TRANSPARENT FINISH SYSTEMS**

- A. Finish on Wood:
  - 1. Provide stain conditioner as required for even stain application.
  - 2. Provide number of coats as required for color match.

3. Provide 1 clear sealer coat. Product as recommended by manufacturer.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Do not begin application of stains and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

#### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

#### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- E. Reinstall items removed prior to finishing.

#### **3.04 CLEANING**

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

#### **3.05 PROTECTION**

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

#### **END OF SECTION 099300**

**SECTION 101100**  
**VISUAL DISPLAY BOARDS - ASI**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Porcelain enamel markerboards.

**1.02 RELATED REQUIREMENTS**

- A. Section 061000 - Rough Carpentry: Wood blocking and nailers.

**1.03 REFERENCE STANDARDS**

- A. ANSI A208.1 - American National Standard for Particleboard; 2022.
- B. ASTM A424/A424M - Standard Specification for Steel, Sheet, for Porcelain Enameling; 2025.
- C. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. ASI Visual Display Products, located at 2210 Dunwin Drive, Mississauga, Ontario L5L 1C7. Tel: 833-632-0878. Web: [www.asi-visualdisplayproducts.com](http://www.asi-visualdisplayproducts.com).
- B. ASI Visual Display Products, located at 1102 Ave T, Grand Prairie, TX 75050. Tel: 833-632-0878. Web: [www.asi-visualdisplayproducts.com](http://www.asi-visualdisplayproducts.com).

**2.02 PORCELAIN ENAMEL MARKERBOARDS**

- A. : Markerboard Panel:

1. Porcelain Enameled Steel Sheet: ASTM A424/A424M, Type I, Commercial Steel, manufactured in accordance with Porcelain Enamel Institute's PEI-1002 specification consisting of sandwich-type construction of face panel with fired-on vitreous finish, core, and balancing rear sheet.

2. Face Sheet Writing Surface:

- a. Polyvision e3 CeramicSteel, ultra-smooth writing surface; scratch, stain, bacteria, and fire resistant. Continuous coil-coating process, consisting of steel core of light gauge covered on both sides with thin enamel coatings for thickness of 0.014 inch (0.356 mm).

- b. Color: White High Gloss.

3. Core Material:

- a. Particleboard: ANSI A208.1; wood set with waterproof resin binder, sanded faces.

- b. Thickness: 7/16-inch (11 mm) particleboard, laminated under heat and pressure to face panel and rear sheet, utilizing adhesives that ensure rupturing of component materials before failure of joint contact surfaces.
4. Writing Surface Backing:
  - a. Polyvinyl backer moisture barrier; no adhesive required or recommended.
    - 1) Polyvinyl backer moisture barrier standard on all panels with exception to butt-joint (splined-edge markerboards) or horizontal sliders where galvanized back steel is used at minimum 28 gauge.
5. Panel Size:
  - a. Overall Thickness: 1/2 inch (13 mm).
  - b. Height: 48 inches (1219 mm).
  - c. Width: 48 inches (1219 mm).
6. Trim: As indicated below under Trim and Accessories.
7. Accessories: As indicated below under Trim and Accessories.

### **2.03 TRIM AND ACCESSORIES**

- A. Trim Series 9800 Knock Down (Multi-Panel/Combo Unit):
  1. Material: ASTM B221, extruded from aluminum alloy 6063-T5, 0.062-inch (1.57 mm) clear anodized finish, free from extruding draw marks and surface scratches.
  2. Exposed Frame Width: 3/8 inch (9.5 mm).
    - a. Corner Style: Square.
- B. Installation Method: Easi-Install L-clips.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's written instructions.
- B. Install with bottom of perimeter frame at 36 inches (914 mm) above finished floor.
- C. Secure units level and plumb.

**END OF SECTION 101100**

**SECTION 115213  
PROJECTION SCREENS**

**PART 1 GENERAL**

**1.01 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog cuts and descriptive information on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.

**PART 2 PRODUCTS**

**END OF SECTION 115213**

**SECTION 211313**  
**FIRE SPRINKLER SYSTEMS**

**PART 1 GENERAL**

**1.01 REFERENCE STANDARDS**

A. NFPA 13 - Standard for the Installation of Sprinkler Systems; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.02 SCOPE**

A. Modify the existing automatic wet pipe sprinkler system to protect the renovated areas in the Reid Hall Facility at Montana State University (MSU) as indicated herein and as shown on the contract drawings. Work to include, but not be limited to, extending and modifying the existing wet pipe sprinkler system on Level 1 as necessary for the remodeled areas. The automatic sprinkler system shall be hydraulically calculated. The existing water supply has sufficient pressure to ensure full and sustained water discharge immediately from sprinkler heads when opened by fire at rated heat temperatures. Flow information was provided by the City of Bozeman on 2/14/2024 and the water supply characteristics available at the point of the existing fire service connection to the water main is as follows: 81 PSI static, 78 PSI residual, with 1,000 GPM flowing.

B. All portions of the systems shall be installed in accordance with the drawings, details, and specifications and as required by jurisdictional authorities and codes. The position is taken that the Owner is entitled to a project which meets or exceeds the minimum requirements of nationally recognized fire protection standards. All efforts and installations shall be directed towards this end. Where there is conflict between the contract drawings and/or specifications, and the requirements of the jurisdictional authorities or codes, the conflict shall be brought to the attention of the Engineer at least ten (10) days prior to bidding or be resolved at no cost to the Owner. If the contractor has not identified conflicts to the Engineer, he shall be responsible for complying with the most restrictive (expensive) methods.

C. The intent of these specifications is to describe the complete systems to be installed, including minor details of work or materials not specifically mentioned or shown, but necessary for the successful operation and completion of the installation.

D. Work to be performed under this section shall include, but not be limited to the following:

1. Automatic Fire Sprinkler Systems
  - a. Wet Pipe Sprinkler System
    - 1) Automatic sprinklers.
    - 2) Pipe and fittings.
    - 3) Hangers and supports.
    - 4) Earthquake bracing.
    - 5) Valves.

## 6) Specialties.

- E. Furnish and install an automatic fire protection system of types required in the following areas:
  1. Wet Pipe Fire Sprinkler System – To protect the renovated area(s) as indicated on the contract drawings.

**1.03 RELATED WORK**

- A. All work performed under this section of the specifications shall be subject to the requirements of both the General and Special Conditions.
- B. Examine the above-referenced specification parts thoroughly before submitting a proposal for accomplishment of work in this section.

**1.04 REGULATORY AGENCIES**

- A. The term jurisdictional authority used in this section of the specification shall include, as applicable, but not be limited to the following:
  1. City of Bozeman Fire Department
  2. MSU Department of Safety and Risk Management
  3. Insurance Services Office or Insuring Authority Having Jurisdiction
  4. Owner
- B. The design and installation of all systems of fire protection shall conform to all requirements of applicable codes and publications herein defined:
  1. International Building Code (2021)
  2. International Fire Code (2021)
  3. NFPA #13 – Standard for the Installation of Sprinkler Systems (2019)
  4. All State and Local Ordinances
  5. Underwriters' Laboratories
  6. American Society of Testing Materials
  7. American National Standards Institute
  8. Occupational Safety and Health Administration

**1.05 SUBMITTALS**

- A. General.

1. The successful Contractor shall provide submittal data as required under other portions of this specification. Submittals shall conform to the instructions set forth in the General and Special Conditions of these specifications entitled Submittals.
2. Work on the project shall not begin until submittals have been accepted by the Engineer.
3. Submit shop drawings, calculations, and product data sheets as one complete stand-alone package to the Architect and Engineer.
4. Project submittals shall be received and returned in electronic (.pdf) format only.

B. Shop Drawings

1. The Engineer's review will be for general location and compliance with design intent only. It will be the Contractor's responsibility to check their drawings for interferences and to do shop fabrication from measurements taken at the job site.
2. Submit shop drawings (floor plans – detailed working drawings), showing dimensions, ducts, lights, or other items affecting the fire protection systems shall be submitted to jurisdictional agencies for review and approval.
3. Shop drawings shall comply with all items identified in NFPA 13 for proper working drawings.
4. Provide Shop Drawings illustrating each type of hanger, including fasteners to structure.
5. Provide Shop Drawings illustrating each type of branch line restraint and sway brace, including length of sway brace member, sway brace fittings, minimum and maximum angles from vertical of sway brace member, method of attachment to structure, size, length and embedment of attachment to structure and size and type of structural member to which sway brace will be attached. Number each type of restraint and sway brace. Indicate on Drawings locations of each type of numbered restraint and sway brace.
6. Provide details for any hanger, attachment, or sway brace to be attached to any I-joist, structural insulated panels (SIPs), cross laminated timber, and similar engineered structural products according to the specifications of the engineered product manufacturer.
7. Shop Drawings shall include a cross-sectional view that shows the sprinkler heads and piping in relation to the building's architectural and structural information. View to be chosen based on a location that will display the most beneficial information.
8. Provide details of hanger, sway bracing and branch line restraint attachments to structure and to piping. Include details on the size and load capacities of fasteners. Provide verification of the structural capacity to withstand seismic load.
9. Provide details of flexible sprinkler hose fitting per manufacturer's schedule of equivalent feet used in hydraulic calculations, showing device length, maximum number of 90-degree bends and expected radius of bends.

C. Catalog/Product Information.

1. Electronic (.pdf) set of full catalog information shall be submitted for approval for all materials intended for use on this project. Catalog information indicating more than one item shall be highlighted to clearly indicate the proposed equipment. Product information shall be compiled into a single packet with a cover page identifying the project name and address as well as the name and address of the contractor. A table of contents shall be provided that identifies the contents and location of each product in the packet.

D. Hydraulic Calculations

1. Hydraulic calculations shall be submitted for approval. Calculations shall be provided to substantiate the pipe sizes shown on shop drawings. Should the AHJ or Engineer question the pipe size for any area, the Contractor shall provide additional calculations to the satisfaction of the AHJ and Engineer.

E. Installer's Qualifications.

1. All systems of fire protection shall be installed by a licensed (for the location of installation) Fire Protection Contractor, fully experienced in fire protection installation as required and specified herein.
2. All installers shall be competent and shall hold an endorsement as required by the AHJ.
3. Fire Protection Contractors may be required to provide, in writing, specific information as to successfully completed projects and references to show cause as to why they should be considered acceptable to the engineer.

F. Close-Out

1. Record drawings required per paragraph 1.06 and Operation and Maintenance Manuals required per paragraph 1.07 shall be submitted for approval.

## 1.06 JOB CONDITIONS

- A. The Contractor shall investigate the structural, mechanical, electrical, and finished conditions affecting the piping, and shall arrange the equipment accordingly; furnishing required fittings, offsets, and accessories. Route fire protection piping to avoid interference with duct work and drain piping. In the event it becomes necessary to make field changes in pipe locations due to building construction, the Contractor shall consult with the System Designer before making any changes. Any such changes required shall be made without added cost to the Owner.
- B. The Contractor shall determine, and be responsible for, the proper locations and type of inserts for hangers, chases, sleeves, and other openings in the construction required for fire protection work and shall obtain this information well in advance of the construction progress to avoid delay of the work.

- C. Approximate fire protection equipment arrangement and piping is indicated on the drawings. The entire fire protection system is not shown on the plans. The Contractor is responsible for final locations of sprinklers and routing of piping. Contractor shall review all contract documents including architectural, structural, mechanical, electrical, etc. for actual contract conditions. Contractor to route piping concealed above ceilings or within walls where possible as shown on the drawings. The Contractor shall also be responsible for coordination with other trades during construction to ensure that the installation of the fire protection system is complete.
- D. All fees and permits specifically required for fire protection work, not obtained by others as specified elsewhere, shall be applied for and paid for by this Contractor.

#### **1.07 RECORD DRAWINGS**

- A. One approved set of drawings shall be maintained on the job at all times.
- B. One set of "As-Builts" shall be kept on the job at all times. "As-Built" drawings shall be kept current daily. "As-Built" drawings shall be available at all times to the Engineer for review and use.
- C. One reproducible set of "As-Built" drawings shall be provided to the Engineer upon completion of the work.

#### **1.08 OPERATION AND MAINTENANCE MANUALS**

- A. Two (2) hardcopy sets and (1) electronic (.pdf) set of operating and maintenance instructions shall be provided to the Owner upon completion. Manuals shall include, as a minimum, the following:
  1. "As-Built" Drawings
  2. Catalog cut sheet of all materials installed
  3. Equipment maintenance manuals
  4. Hydraulic calculations
  5. Acceptance Test Certificate
  6. Certification of Owner Training
  7. Contractor Guarantee and Warranty
  8. "As-Built" AutoCAD drawing (.dwg) file or equal on CD
- B. One (1) copy of NFPA #25 (2020) shall be provided to the Owner.

#### **1.09 TRAINING**

- A. The Fire Protection Contractor shall instruct the Owner in the operation of the systems. Instruction shall continue until the Owner is fully satisfied that he understands the operation of his system.
- B. Contractor shall obtain Owner's dated signature that all training has been accomplished and is acceptable to the Owner.

**1.10 GUARANTEES AND WARRANTIES**

- A. The Fire Protection Contractor shall guarantee to the Owner in writing, all equipment and workmanship for a period of one (1) year after the fire protection system has been placed in continuous service and has been accepted by all authorities having jurisdiction.
- B. The Fire Protection Contractor shall not be held responsible for improper or negligent maintenance by the Owner after operating and maintenance indoctrination has been given to the Owner.

**PART 2 PRODUCTS****2.01 FIRE PROTECTION SYSTEM EQUIPMENT**

- A. Where contract documents indicate specific model number or manufacturer; Contractor may substitute identical equipment approved for fire protection use. Similar equipment may be substituted if Contractor submits revised design, substituted materials, and revised calculations for approval.

**2.02 AUTOMATIC SPRINKLERS**

- A. Install sprinklers from reviewed and approved contract drawings.
- B. All sprinklers shall be of similar design and from a single manufacturer.
- C. The operating temperature of sprinklers shall be as required by the specific location of installation.
- D. Sprinklers shall conform to the following schedule:
  - 1. White recessed pendent sprinklers shall be used in the area(s) of work unless otherwise noted on the contract drawings.
  - 2. All sprinklers shall be quick-response type unless otherwise noted on the plans or required by code.
- E. Manufacturers:
  - 1. Tyco
  - 2. Victaulic
  - 3. Viking
  - 4. Reliable

**2.03 PIPE AND FITTINGS**

- A. Interior piping for the automatic sprinkler system shall conform to NFPA #13 and as follows.
- B. Sprinkler piping above ground shall be Schedule 40 or equal black steel pipe with a corrosion resistance rating equal to or greater than 1.0. Threaded thinwall pipe with a CRR less than 1.0 shall not be used.

- C. Fittings for threaded and coupled pipe shall consist of cast iron or ductile iron threaded fittings joined with Teflon tape thread sealing compound or pipe joint compound. Pressure rating of fittings shall be as required for application.
- D. Sprinkler piping above ground with grooved fittings for sizes 2½ inch and larger may be Schedule 10 black steel pipe.
- E. Fittings for grooved end pipe shall consist of Victaulic, Series 009 or equal fittings and couplings in accordance with NFPA #13.
- F. Fittings for plain end pipe shall not be used.
- G. All new drain piping and fittings down-stream of drain valves shall be galvanized. Malleable iron fittings are acceptable.

#### **2.04 HANGERS AND SUPPORTS**

- A. Space pipe hangers in accord with the requirements of NFPA 13. Construct hangers, hanger rods, inserts and clamps as approved by the same.
- B. Manufacturers:
  - 1. Eaton B-Line
  - 2. ASC (Anvil)
  - 3. Erico
  - 4. Hilti
  - 5. ITW Buildex (Sammy)
  - 6. Speedy Product (Super Screws)
  - 7. Elco (Hanger Mate)

#### **2.05 EARTHQUAKE PROTECTION**

- A. Furnish and install all earthquake bracing, restraint, piping clearances, and flexible couplings as required by NFPA 13 and the International Building Code (IBC) for seismic protection.
- B. Seismic brace attachments shall be from a single manufacturer and listed for their intended use or shall be specifically identified in NFPA 13.
- C. All parts and fittings of a brace shall lie in a straight line to avoid eccentric loadings on fittings and fasteners.
- D. Manufacturers:
  - 1. ASC (Anvil)
  - 2. Eaton B-Line

**2.06 VALVES**

- A. Control valves shall be approved indicating type as required by NFPA 13. Check valves shall be as required by NFPA 13. Test and drain valves shall be approved brass globe, angle, or ball valves. Locate sprinkler system isolation valves as shown on the drawings complete with a tamper alarm.
- B. Interior
  - 1. Interior Gate
    - a. Sizes:  $2\frac{1}{2}$ " – 8"
    - b. Ends: Flanged
  - 2. Interior Butterfly
    - a. Sizes:  $2\frac{1}{2}$ " – 8"
    - b. Ends: Grooved
  - 3. Ball Valve
    - a. Sizes:  $\frac{1}{4}$ " – 2"
    - b. Ends: Threaded
  - 4. Check Valve
    - a. Sizes:  $2\frac{1}{2}$ " – 6"
    - b. Ends: Grooved
  - 5. Drain Valve
    - a. Sizes:  $\frac{1}{2}$ " – 2"
    - b. Ends: Threaded
  - 6. Test and Drain Valve
    - a. Sizes: 1" – 2"
    - b. Ends: Threaded
- C. Manufacturers:
  - 1. Tyco
  - 2. Nibco
  - 3. Victaulic
  - 4. Reliable

5. United Brass
6. AGF Manufacturing
7. Milwaukee

## **2.07 SPECIALTIES**

- A. Fire Seals
  1. Where piping passes through walls, floors or other building construction which by code requires a fire rating, approved fire rated assemblies shall be used. Proposed protection shall be submitted for approval. Plans shall clearly indicate details and locations of required protection.
- B. Escutcheon Plates
  1. Where exposed piping passes through finished work, chrome plated or other finish acceptable to the Engineer wall plates shall be installed. Split wall plates or escutcheons shall be installed to fit snugly around piping. All wall plates shall be metal.
  2. Solid galvanized wall plates shall be used at both sides of all exterior walls.
- C. Valve Identification
  1. All valves within the building shall have permanently marked identification signs provided in accordance with NFPA 13 standards. Signs shall be manufactured and not handwritten. Signs shall be hung with galvanized or chrome chain.
- D. Spare Head Supply
  1. Furnish and install a supply of extra sprinklers of each type and degree link installed in the project, complete with mountable box. Mount box on wall next to sprinkler entry, provide wrenches for each type of sprinkler installed in box.

## **PART 3 EXECUTION**

### **3.01 DESIGN CRITERIA**

- A. Approximate fire protection equipment arrangement and pipe routing are indicated on the drawings. The entire fire protection system is not shown on the plans. The intent is for the Contractor to provide complete fire protection systems in the area(s) of work as required. This Contractor shall be responsible for surveying the site, existing and new construction, and prepare working drawings for the total system.
- B. The fire protection system supplier shall design the piping to supply the system. Piping shall be laid out so as not to interfere with the installation of other piping, ductwork, or light fixtures.
- C. Fire protection system piping is to be hydraulically calculated in accordance with NFPA 13 to the point of connection verified for flow characteristics.

- D. All piping shall be concealed in the area(s) of work wherever possible. Any piping determined to be a problem shall be relocated at no cost to the Owner.
- E. The preparation of all shop drawings and hydraulic calculations shall be accomplished by a NICET Level III fire sprinkler design technician.

### **3.02 INSTALLATION**

- A. Where details of installation are not given, the installation shall be made using manufacturer's recommended practices or at the direction of the Engineer.
- B. Sprinklers shall be installed in the center of tile in areas with 2'x2' suspended ceiling tiles. Sprinklers shall be installed in quarter points or in the center of tile in areas with 2'x4' suspended ceiling tiles.
- C. Contractor shall install hydraulic design information signs for each design calculation at the respective fire sprinkler riser as required by NFPA 13.
- D. Installation of piping and equipment shall be coordinated with all other systems within the building for necessary clearances and accessibility requirements. Contractor to field coordinate all piping and equipment installation as necessary to provide a code compliant system.
- E. Contractor shall complete the fire protection systems ready for operation, in all respects, as soon as possible. When the system is complete and ready for continuous operation, activate the system for its intended use. After system has been activated for continuous use, water charges will be paid by the Owner.
- F. This Contractor shall remove from the building all rubbish and unused materials due to or connected with this installation.
- G. The surface of piping shall be cleaned and left ready for painting.

### **3.03 TESTING**

- A. All testing shall be accomplished in accordance with NFPA standards and requirements.
- B. This Contractor shall call for inspection and complete Contractor's Material and Test Certificates signed by the authority having jurisdiction.
- C. The new sprinkler system piping shall be tested at system working pressure per NFPA 13, Section 29.7.1.
- D. Where modification is made to an existing system affecting more than (20) sprinklers, the new sprinkler system piping shall be isolated and hydrostatically tested at not less than 200 psi (1378.95 kPa) for a period of not less than two (2) hours or 50 psi (344.74 kPa) above static pressure in excess of 150 psi for two (2) hours with no pressure drop in the system.
- E. All testing shall be witnessed by a representative of the Engineer or Owner.
- F. Where jurisdictional authority's standards are more stringent than the above test, they shall prevail.

G. Furnish copies of Aboveground Test Certificate with close-out documentation.

**END OF SECTION**

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**SECTION 233100**  
**HVAC DUCTS AND CASINGS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Flexible ducts.

**1.02 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for duct materials.

**1.03 FIELD CONDITIONS**

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

**PART 2 PRODUCTS****2.01 GENERAL REQUIREMENTS**

- A. Provide UL Class 1 ductwork, fittings, hangers, supports, and appurtenances in accordance with NFPA 90A and SMACNA (DCS) guidelines unless stated otherwise.

**2.02 FLEXIBLE DUCTS**

- A. Flexible Ducts: UL 181, Class 1, polyethylene film, mechanically fastened and rolled using galvanized steel to form spiral helix.
  - 1. Pressure Rating: 10 in-wc (2.50 kPa) positive and 5 in-wc (1.25 kPa) negative.
  - 2. Maximum Velocity: 5500 fpm (27.9 m/sec).
  - 3. Temperature Range: Minus 20 degrees F to 250 degrees F (Minus 28 degrees C to 121 degrees C).
  - 4. Manufacturers:
    - a. Flexmaster USA, a brand of Masterduct, Inc; Type 1: [www.flexmasterusa.com/#sle](http://www.flexmasterusa.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. Install products following the manufacturer's instructions.

- C. Comply with safety standards NFPA 90A and NFPA 90B.
- D. During construction, provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering the ductwork system.
- E. Flexible Ducts: Connect to metal ducts with adhesive plus sheet metal screws.

**END OF SECTION 233100**

**SECTION 233700**  
**AIR OUTLETS AND INLETS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Rectangular ceiling diffusers.
- B. Registers/grilles:
  - 1. Wall-mounted, supply register/grilles.

**1.02 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

**PART 2 PRODUCTS**

**2.01 RECTANGULAR CEILING DIFFUSERS**

- A. Manufacturers:
  - 1. Titus, a brand of Air Distribution Technologies; \_\_\_\_\_: [www.titus-hvac.com/#sle](http://www.titus-hvac.com/#sle).
- B. Type: Provide square formed adjustable, backpan stamped, core removable, and multi-louvered ceiling diffusers constructed to maintain 360 degree discharge air pattern with sectorizing baffles where indicated.
- C. Connections: Round.
- D. Frame: Provide inverted T-bar type.
- E. Fabrication: Aluminum with baked enamel finish.
- F. Color: As selected by Architect from manufacturer's standard range.
- G. Accessories: Provide radial opposed blade, butterfly, and combination splitter volume control damper; removable core, sectorizing baffle, safety chain, wire guard, equalizing grid, operating rod extension, anti-smudging device, and gaskets for surface mounted diffusers with damper adjustable from diffuser face.

**2.02 WALL SUPPLY REGISTERS/GRILLES**

- A. Manufacturers:
  - 1. Titus, a brand of Air Distribution Technologies; \_\_\_\_\_: [www.titus-hvac.com/#sle](http://www.titus-hvac.com/#sle).

- B. Type: Streamlined and individually adjustable blades, 3/4 inch (19 mm) minimum depth, 3/4 inch (19 mm) maximum spacing with spring or other device to set blades, vertical face, double deflection.
- C. Fabrication: Steel with 20 gauge, 0.0359 inch (0.91 mm) minimum frames and 22 gauge, 0.0299 inch (0.76 mm) minimum blades, steel and aluminum with 20 gauge, 0.0359 inch (0.91 mm) minimum frame, or aluminum extrusions, with factory baked enamel finish.
- D. Color: To be selected by Architect from manufacturer's standard range.
- E. Damper: Integral, gang-operated opposed blade type with removable key operator, operable from face.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to comply with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers and grilles and registers, despite whether dampers are specified as part of diffuser, or grille and register assembly.

#### **3.02 CLOSEOUT ACTIVITIES**

- A. Demonstrate operational system to Owner's representative.
- B. Instruct Owner's representative to maintain system and use occupant controls or interfaces, as required.

#### **3.03 PROTECTION**

- A. Protect installed products until completion of project.
- B. Replace, repair, or touch-up damaged products before Substantial Completion.

**END OF SECTION 233700**

**SECTION 260500**  
**COMMON WORK RESULTS FOR ELECTRICAL**

**PART 1 – GENERAL****1.01 SUMMARY**

A. Section Includes:

1. The following specification details the work and related criteria for a complete lighting & control system.
2. Subcontractor shall furnish services, materials, labor, and equipment for the complete installation of lighting & control systems in accordance with these Specifications and the accompanying Drawings.

**1.02 REFERENCES**

A. General

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
  1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
  2. Unless otherwise noted, the edition of the referenced code or standard that is current at the time of the “date of record” for the Work shall be considered the effective code or standard for the duration of the project.
  3. Refer to specific Division 26 Sections for additional referenced codes and standards.
- C. Execute and inspect all work in full accordance with the latest applicable rules, regulations, requirements, and specifications of the following.
  1. ANSI/NFPA 70 – National Electric Code (NEC), most recent addition adopted by Authority Having Jurisdiction, including all applicable amendments and supplements.
  2. NFPA – National Fire Protection Association: Standard for Electrical Safety in the Workplace (((NFPA 70E))).
  3. NECA 1 – National Electrical Contractors Association (NECA) Standard of Installation.
  4. National Electrical Manufacturers Association (NEMA)
  5. American National Standards Institute (ANSI).

6. National Electrical Safety Code (NESC).
7. Underwriters Laboratories (UL)
8. Illuminating Engineering Society of North America (IES).

#### **1.04 SUBMITTALS**

- A. Provide complete manufacturer's data sheets, product literature and shop drawings for all equipment, material and devices furnished under Division 26 – Electrical, demonstrating compliance with these Specifications and accompanying Drawings.
- B. Manufacturer's standardized elementary diagrams will not be acceptable unless applicable portions of the diagram have been clearly identified and nonapplicable portions deleted or crossed out.

#### **1.05 QUALITY ASSURANCE**

- A. If the Drawings or Specifications do not appear clear or definite, the Subcontractor shall request from the Project Manager through the 'Request for Information' (RFI) process an interpretation and decision of same, and shall have such questions decided before proceeding with the Work.
- B. Manufacturer's Directions: Follow manufacturer's directions covering points not shown on the drawings or specified herein. Manufacturer's directions do not take precedence over Drawings and Specifications. Where these conflict with the Drawings and Specifications, notify the Project Manager for clarification before installing the work.
- C. Protection of Equipment:
  1. Care shall be exercised during construction to avoid damage or disfigurement. Equipment shall be protected from dust and moisture prior to and during construction. The Subcontractor is cautioned that concrete finishing, painting, etc., in electrical rooms shall not proceed if unprotected equipment is installed.
  2. Where required or directed, construct temporary protection for equipment and installations to protect same from dust and debris caused by construction.
- D. Materials and Equipment:
  1. Materials and equipment shall be new. Materials and equipment for which tests have been established by Underwriter's Laboratories, Inc. shall be approved by that body and shall bear its label of approval or the label of an OSHA approved nationally recognized testing laboratory (NRTL).
  2. Unless otherwise approved by the Project Manager, the materials to be furnished under this Specification shall be the standard products of manufacturers regularly engaged in the production of such equipment equal to or superior to material specified, and shall be the manufacturer's latest standard design that complies with the Specification requirements.
- E. Approval of Materials:

1. A complete list of materials and equipment proposed shall be submitted to the Project Manager for approval. The list shall include for each item: the manufacturer, the manufacturer's catalog number, type or class, the rating, capacity, size, NRTL label/listing, etc.
2. The Subcontractor shall submit a brochure containing catalog cuts or drawings and data for, but not limited to, the following items:
  - a. Before installation of the equipment, the Subcontractor shall submit for approval detailed construction drawings for each item of fabricated equipment required for the electrical installation. Drawings shall be to scale and fully dimensioned and shall provide sufficient detail to clearly indicate the arrangement of equipment, including its components, and conduit/raceway system routing and configuration.
  - b. Installation of approved substituted equipment is the Subcontractor's responsibility, and changes required to work included under other divisions for installations of approved substituted equipment must be made to the satisfaction of the Architect/Engineer and without change in Subcontract price.

#### **1.06 COORDINATION**

- A. Coordinate schedules, access to MSU facilities, material supply, and all construction related processes through Jackola Architecture.
  1. Coordinating the details of facility equipment and construction for all Specification Divisions which affect the work covered under Division 26 – Electrical.

#### **1.07 RECORD DRAWINGS**

- A. As-built Drawings shall be prepared by the Contractor to show departures from original Drawings and to indicate installed conditions for:
  1. Major raceway systems, size, and location, for both exterior and interior; distribution and branch electrical circuitry; and fuse and circuit breaker size and arrangements.
  2. Lighting & Lighting Control Equipment locations (exposed and concealed).
  3. All hidden equipment requiring future maintenance or replacement, such as power packs, mini-inverters, etc, must be documented within Record Drawings by Installer, per Montana State University Engineering Guidelines.
  4. Approved substitutions and actual equipment and materials installed.

#### **1.08 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products to project identified with names, model numbers, types, compliance labels and similar information needed for distinct identifications; adequately packaged and protected to prevent damage during shipment, storage, and handling.
- B. Store equipment and materials in an environmentally controlled area that meets ambient and storage temperatures per manufacturer product literature.

1. Major raceway systems, size, and location, for both exterior and interior; distribution and branch electrical circuitry; and fuse and circuit breaker size and arrangements.
2. Equipment locations (exposed and concealed), dimensioned from established building lines.
3. Approved substitutions and actual equipment and materials installed.

#### **1.09 WARRANTY**

- A. Provide complete warranty information for each item, including start date of warranty and duration of warranty.
- B. See individual specification sections within this document.

### **PART 2 – PRODUCTS**

#### **2.01 MATERIALS AND EQUIPMENT REQUIREMENTS**

- A. General
  1. All materials provided shall be new and free of defects, and suitable for the space provided.
  2. Equipment of the same type shall be of the same manufacturer.
  3. Provide materials and equipment listed for the intended purpose by Underwriters (UL) or an equivalent testing firm and bearing its label of approval.
  4. Unless otherwise indicated, provide materials and equipment which are the standard products of manufacturers regularly engaged in the production of such materials and equipment.
- B. Hazardous Areas
  1. Provide materials and equipment acceptable to the regulatory AHJ for the Class, Division and Group of hazardous area indicated.

### **PART 3 – EXECUTION**

#### **3.01 ELECTRICAL INSTALLATIONS**

- A. General
  1. General work practices for electrical construction shall be in accordance with NECA 1 Standard of Installation for good workmanship.
  2. Coordinate electrical systems, equipment and materials installation with General Contractor and work of other trades to mitigate conflicts, errors, and delays during construction.
  3. Drawings are diagrammatic and indicate general arrangement. Check the approximate locations electrical system components shown on Drawings for conflicts with components of other systems and equipment. Headroom and space condition to be maintained.

4. Drawings and accompanying specifications are intended to describe and illustrate systems which will not interfere with the structure of the building and which will fit into the available spaces. Install electrical equipment to conform to NEC clearances and to avoid obstructions with architectural, structural, mechanical and site conditions.

B. Layout and Coordination

1. Layout of the various equipment is specific with the relative location shown on the drawings. Call attention to any error, conflict, or discrepancy in the drawings or specifications. Do not proceed with any questionable items of work until clarification has been received.
2. Verify the physical dimensions of each item of electrical equipment and required clearances to fit the available space and provide prompt notification prior to roughing-in if conflicts appear. Coordinate equipment to fit into the available spaces and coordinate access routes through the construction site.

### **3.02 PROTECTION**

- A. Electrical work, wire and cable, materials, and other equipment specified in this division shall be protected against damage by other construction activities, weather conditions, or any other causes as a part of this work. Equipment found damaged or in other than new condition shall be rejected as defective.
- B. Conduit and raceways shall be kept closed during construction to prevent entrance of dirt, moisture, concrete, or foreign objects. Raceways shall be clean and dry before installation of wire and shall be so at the time of acceptance.

### **3.03 EQUIPMENT IDENTIFICATION**

- A. Schedules: Panelboards shall be furnished with a complete 8-1/2" x 11" typewritten schedule mounted on the inside of the inner door. If field changes are necessary, new schedules shall be provided by the Subcontractor.
- B. Equipment: Properly identify circuit breakers and other devices on switchboards, motor disconnect switches, starters, time clocks, and other apparatus used for operation of, or control of circuits, appliances or equipment by means of 3/32-inch thick black laminated phenolic nameplate with white core. For switchboards and panelboards, fed by standby or emergency power sources, use 3/32-inch thick yellow laminated phenolic nameplate with black core.
- C. Conductors: The main incoming power will be delivered to the building site with the A phase, B phase, C phase and Neutral phase (if applicable) cables positively identified. The phase sequence rotation shall be A-B-C clockwise.
  1. Conductors shall be identified using plastic or metal labels, factory colored wires or by using color bands or tape intended for the purpose and approved for wet, outdoor applications at terminations, junctions and wherever the conductors are accessible in pull boxes. Conductors shall be color-coded as follows:

120/208 Volt System	277/480 Volt System
---------------------	---------------------

Neutral:	White	Neutral:	Gray
Phase A:	Black	Phase A:	Brown
Phase B:	Red	Phase B:	Orange
Phase C:	Blue	Phase C:	Yellow
Ground:	Green	Ground:	Green

2. Feeder circuit cables shall be identified with embossed metal or plastic labels with 1/2" characters permanently attached to the feeder circuit cables. Feeder circuits shall be identified with the circuit number per the drawings.
3. Branch circuit identification shall be by use of wrap-around labels. Labels shall be placed on conductors at outlets (switch, receptacle, fixture, etc.), panelboards, junction boxes, relays, disconnect switches, motor starters, and controls. Branch circuit conductors shall be identified with the circuit number.

**END OF SECTION 260500**

**SECTION 260505**  
**SELECTIVE DEMOLITION FOR ELECTRICAL**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Electrical demolition.

**PART 3 EXECUTION****2.01 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as indicated.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Engineer before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

**2.02 PREPARATION**

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- C. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.
  - 2. Make temporary connections to maintain service in areas adjacent to work area.
- D. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner before partially or completely disabling system.
  - 2. Make notifications at least 24 hours in advance.

**2.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
  - 1. PCB-containing electrical equipment, including transformers, capacitors, and switches.

2. PCB- and DEHP-containing lighting ballasts.
3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.

- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories, unless hangers are suitable for re-use.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- J. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

#### **2.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.

**END OF SECTION 260505**

**SECTION 260519**  
**VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Wire pulling lubricant.
- F. Cable ties.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 05 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.
- B. Section 26 05 19.13 - Undercarpet Electrical Power Cables: Flat conductor cable and fittings for undercarpet power distribution.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

**1.03 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2024).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2024.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- G. NECA 120 - Standard for Installing Armored Cable (AC) and Type Metal-Clad (MC) Cable; 2018.

- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Current Edition, Including All Revisions.
- M. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- N. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- P. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  - 3. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

**PART 2 PRODUCTS****2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.

**2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet (2286 cm): 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet (4572 cm): 8 AWG, for voltage drop.
      - 3) 20 A, 277 V circuits longer than 150 feet (4572 cm): 10 AWG, for voltage drop.
  - I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## J. Conductor Color Coding:

1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction.  
Maintain consistent color coding throughout project.
2. Color Coding Method: Integrally colored insulation.
3. Color Code:
  - a. 480Y/277 V, 3 Phase, 4 Wire System:
    - 1) Phase A: Brown.
    - 2) Phase B: Orange.
    - 3) Phase C: Yellow.
    - 4) Neutral/Grounded: Gray.
  - b. 208Y/120 V, 3 Phase, 4 Wire System:
    - 1) Phase A: Black.
    - 2) Phase B: Red.
    - 3) Phase C: Blue.
    - 4) Neutral/Grounded: White.
  - c. Equipment Ground, All Systems: Green.

**2.03 SINGLE CONDUCTOR BUILDING WIRE**

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
  1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
  1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
    - a. Fixture Wiring Within Luminaires: Type TFFN/TFN for luminaires with labeled maximum temperature of 194 degrees Fahrenheit (90 degrees Celsius); Approved suitable type for luminaires with labeled maximum temperature greater than 90 degrees C.

**2.04 METAL-CLAD CABLE**

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.

**2.05 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.

**2.06 ACCESSORIES**

- A. Electrical Tape:
  - 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.1778 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees Fahrenheit (105 degrees Celsius).
  - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.1778 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees Fahrenheit (-17.78 degrees Celsius) and suitable for continuous temperature environment up to 221 degrees Fahrenheit (105 degrees Celsius).
- B. Wire Pulling Lubricant:
  - 1. Listed and labeled as complying with UL 267.
  - 2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
  - 3. Suitable for use at installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

**3.02 PREPARATION**

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

**3.03 INSTALLATION**

- A. Circuiting Requirements:
  1. Unless dimensioned, circuit routing indicated is diagrammatic.
  2. When circuit destination is indicated without specific routing, determine exact routing required.
  3. Arrange circuiting to minimize splices.
  4. Include circuit lengths required to install connected devices within 10 feet (304.8 cm) of location indicated.
  5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
  6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  7. Common neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. Installation in Raceway:
  1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  2. Pull all conductors and cables together into raceway at same time.

3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

F. Exposed Cable Installation (only where specifically permitted):

1. Route cables parallel or perpendicular to building structural members and surfaces.
2. Protect cables from physical damage.

G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.

1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.

H. Terminate cables using suitable fittings.

1. Metal-Clad Cable (Type MC):
  - a. Use listed fittings.
  - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.

I. Install conductors with a minimum of 12 inches (304.8 mm) of slack at each device.

J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

L. Make wiring connections using specified wiring connectors.

1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
3. Do not remove conductor strands to facilitate insertion into connector.
4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- P. Identify conductors and cables in accordance with Section 26 05 53.
- Q. Install firestopping to preserve fire resistance rating of partitions and other elements, using listed materials and methods..
- R. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

**3.04 FIELD QUALITY CONTROL**

- A. Correct deficiencies and replace damaged or defective conductors and cables.

**END OF SECTION 260519**

**SECTION 260526**  
**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 05 36 - Cable Trays for Electrical Systems: Additional grounding and bonding requirements for cable tray systems.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

**1.04 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**PART 2 PRODUCTS****2.01 GROUNDING AND BONDING REQUIREMENTS**

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## E. Bonding and Equipment Grounding:

1. Provide bonding for equipment grounding conductors, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
2. Provide insulated equipment grounding conductor in each branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

## F. Cable Tray Systems: Also comply with Section 26 05 36.

**2.02 GROUNDING AND BONDING COMPONENTS**

## A. General Requirements:

1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

## B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:

1. Use insulated copper conductors unless otherwise indicated.

## C. Connectors for Grounding and Bonding:

1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
2. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).

- C. Make grounding and bonding connections using specified connectors.
  1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 26 05 53.

**END OF SECTION 260526**

**SECTION 260529**  
**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 33.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 26 05 36 - Cable Trays for Electrical Systems: Additional support and attachment requirements for cable tray.
- C. Section 26 05 33.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.
- D. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
- E. Section 26 51 00 - Interior Lighting: Additional support and attachment requirements for interior luminaires.
- F. Section 26 56 00 - Exterior Lighting: Additional support and attachment requirements for exterior luminaires.
- G. Section 27 05 29 - Hangers and Supports for Communications Systems.

**1.03 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:

1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
2. Coordinate work to provide additional framing and materials required for installation.
3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
5. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

## **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## **PART 2 PRODUCTS**

### **2.01 SUPPORT AND ATTACHMENT COMPONENTS**

#### **A. General Requirements:**

1. Comply with the following. Where requirements differ, comply with most stringent.
  - a. NFPA 70.
  - b. Requirements of authorities having jurisdiction.
2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
6. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
  - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
  - b. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
  - c. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

- B. Components for Vibration Isolation and/or Seismic Controls: See Section 26 05 48.

- C. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- D. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
- E. Metal Channel/Strut Framing Systems:
  - 1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
  - 2. Comply with MFMA-4.
- F. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
  - 1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Outlet Boxes: 1/4-inch 0.24 inch (6 mm) diameter.
    - b. Luminaires: 1/4-inch 0.24 inch (6 mm) diameter.
- G. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
  - 2. Plastic and lead anchors are not permitted.
  - 3. Powder-actuated fasteners are not permitted.
  - 4. Hammer-driven anchors and fasteners are not permitted.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

- D. Unless specifically indicated or approved by Engineer, do not provide support from suspended ceiling support system or ceiling grid.
- E. Do not penetrate or otherwise notch or cut structural members.
- F. Provide required vibration isolation and/or seismic controls; see Section 26 05 48.
- G. Equipment Support and Attachment:
  - 1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
  - 2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
- H. Box Support and Attachment: See Section 26 05 33.16 for additional requirements.
- I. Interior Luminaire Support and Attachment: See Section 26 51 00 for additional requirements.
- J. Exterior Luminaire Support and Attachment: See Section 26 56 00 for additional requirements.
- K. Secure fasteners in accordance with manufacturer's recommended torque settings.
- L. Remove temporary supports.

### **3.03 FIELD QUALITY CONTROL**

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION 260529**

**SECTION 260533.13**  
**CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Stainless steel rigid metal conduit (RMC).
- C. Galvanized steel intermediate metal conduit (IMC).
- D. Stainless steel intermediate metal conduit (IMC).
- E. Flexible metal conduit (FMC).
- F. Galvanized steel electrical metallic tubing (EMT).
- G. Stainless steel electrical metallic tubing (EMT).
- H. Aluminum electrical metallic tubing (EMT).

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Cable assemblies consisting of conductors protected by integral metal armor.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
  - 1. Includes additional requirements for fittings for grounding and bonding.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 05 33.16 - Boxes for Electrical Systems.
- E. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
- F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- G. Section 27 05 33.13 - Conduit for Communications Systems.

**1.03 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2025.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit; 2025.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.

- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- I. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- J. UL 6A - Electrical Rigid Metal Conduit-Aluminum, Red Brass, and Stainless Steel; Current Edition, Including All Revisions.
- K. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- L. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- M. UL 797A - Electrical Metallic Tubing - Aluminum and Stainless Steel; Current Edition, Including All Revisions.
- N. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.
- O. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
  - 4. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

**PART 2 PRODUCTS****2.01 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).
- D. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).
- E. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).
- F. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).
- G. Flexible Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit (FMC).
  - 1. Maximum Length: 6 feet (182.88 cm).

**2.02 CONDUIT - GENERAL REQUIREMENTS**

- A. Comply with NFPA 70.
- B. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling mandrel through them.
- C. Fittings for Grounding and Bonding: See Section 26 05 26 for additional requirements.
- D. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- E. Provide products listed, classified, and labeled as suitable for purpose intended.

## F. Minimum Conduit Size, Unless Otherwise Indicated:

1. Branch Circuits: 3/4-inch 0.83 inch (21 mm) trade size.
2. Branch Circuit Homeruns: 3/4-inch 0.83 inch (21 mm) trade size.
3. Control Circuits: 1/2-inch 0.63 inch (16 mm) trade size.
4. Flexible Connections to Luminaires: 3/8-inch 0.47 inch (12 mm) trade size.

G. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

**2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
  2. Material: Use steel or malleable iron.
  3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

**2.04 STAINLESS STEEL RIGID METAL CONDUIT (RMC)**

- A. Description: NFPA 70, Type RMC stainless steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6A.
- B. Fittings:
  1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6A.
  2. Material: Use stainless steel with corrosion resistance equivalent to conduit.
  3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

**2.05 GALVANIZED STEEL INTERMEDIATE METAL CONDUIT (IMC)**

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
  1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.

2. Material: Use steel or malleable iron.
3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

## **2.06 STAINLESS STEEL INTERMEDIATE METAL CONDUIT (IMC)**

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
  1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.

## **2.07 FLEXIBLE METAL CONDUIT (FMC)**

- A. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.
- B. Fittings:
  1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  2. Material: Use steel or malleable iron.

## **2.08 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
  1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  2. Material: Use steel or malleable iron.
  3. Connectors and Couplings: Use compression/gland or set-screw type.
    - a. Do not use indenter type connectors and couplings.

## **2.09 STAINLESS STEEL ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT stainless steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797A.
- B. Fittings:
  1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Connectors and Couplings: Use compression/gland or set-screw type.

## **2.10 ALUMINUM ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT aluminum electrical metallic tubing listed and labeled as complying with UL 797A.
- B. Fittings:
  1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B; listed for use with aluminum EMT.
  2. Material: Use aluminum.
  3. Connectors and Couplings: Use compression/gland or set-screw type.
    - a. Do not use indenter type connectors and couplings.

## **2.11 ACCESSORIES**

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- B. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf (5.6 kN).
- C. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.
- D. Intermediate Metal Conduit (IMC): Install in accordance with NECA 101.
- E. Conduit Routing:
  1. Unless dimensioned, conduit routing indicated is diagrammatic.
  2. When conduit destination is indicated without specific routing, determine exact routing required.
  3. Conceal conduits unless specifically indicated to be exposed.
  4. Conduits in the following areas may be exposed, unless otherwise indicated:
    - a. Electrical rooms.
    - b. Mechanical equipment rooms.

- c. Within joists in areas with no ceiling.
- 5. Arrange conduit to maintain adequate headroom, clearances, and access.
- 6. Arrange conduit to provide no more than equivalent of four 90-degree bends between pull points.
- 7. Arrange conduit to provide no more than 150 feet (4572 cm) between pull points.

F. Conduit Support:

- 1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 05 29.
- 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
- 4. Use conduit strap to support single surface-mounted conduit.
  - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
- 5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
- 6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
- 7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
- 8. Use of wire for support of conduits is not permitted.

G. Connections and Terminations:

- 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
- 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
- 3. Use suitable adapters where required to transition from one type of conduit to another.
- 4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
- 5. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
- 6. Secure joints and connections to provide mechanical strength and electrical continuity.

## H. Penetrations:

1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
7. Install firestopping to preserve fire resistance rating of partitions and other elements.

## I. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:

1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where conduits are subject to earth movement by settlement or frost.

## J. Conduit Sealing:

1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
  - a. Where conduits enter building from outside.
  - b. Where service conduits enter building from underground distribution system.
  - c. Where conduits enter building from underground.
  - d. Where conduits may transport moisture to contact live parts.
2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
  - a. Where conduits pass from outdoors into conditioned interior spaces.
  - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

## K. Provide grounding and bonding; see Section 26 05 26.

L. Identify conduits; see Section 26 05 53.

### **3.02 FIELD QUALITY CONTROL**

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- B. Correct deficiencies and replace damaged or defective conduits.

### **3.03 CLEANING**

- A. Clean interior of conduits to remove moisture and foreign matter.

### **3.04 PROTECTION**

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

**END OF SECTION 260533.13**

**SECTION 260533.16**  
**BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).
- C. Boxes and enclosures for integrated power, data, and audio/video.
- D. Floor boxes.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 31 00 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 05 33.13 - Conduit for Electrical Systems:
  - 1. Conduit bodies and other fittings.
- E. Section 26 05 33.23 - Surface Raceways for Electrical Systems.
- F. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
- G. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- H. Section 26 27 26 - Wiring Devices:
  - 1. Wall plates.
  - 2. Floor box service fittings.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).

- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
  - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
  - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
  - 5. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.05 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

### **PART 2 PRODUCTS**

#### **2.01 BOXES**

- A. General Requirements:
  - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.

2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:

1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use suitable concrete type boxes where flush-mounted in concrete.
4. Use suitable masonry type boxes where flush-mounted in masonry walls.
5. Use raised covers suitable for the type of wall construction and device configuration where required.
6. Use shallow boxes where required by the type of wall construction.
7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
12. Wall Plates: Refer to Lighting Control Equipment Schedule.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):

1. Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA EN 10250 Environment Type, Unless Otherwise Indicated:
3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
  - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

- D. Boxes and Enclosures for Integrated Power, Data, and Audio/Video: Size and configuration as indicated or as required with partitions to separate services; field-connected gangable boxes may be used.
- E. Floor Boxes:
  - 1. Description: Floor boxes compatible with floor box service fittings provided in accordance with Section 26 27 26; with partitions to separate multiple services; furnished with all components, adapters, and trims required for complete installation.
  - 2. Manufacturer: Same as manufacturer of floor box service fittings.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Locations:
  - 1. Locate boxes to be accessible.
  - 2. Unless dimensioned, box locations indicated are approximate.
  - 3. Locate boxes so that wall plates do not span different building finishes.
  - 4. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
  - 5. Locate junction and pull boxes in the following areas:
    - a. Concealed above accessible suspended ceilings.
    - b. Within joists in areas with no ceiling.
    - c. Electrical rooms.
    - d. Mechanical equipment rooms.

## E. Box Supports:

1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.

## F. Install boxes plumb and level.

## G. Flush-Mounted Boxes:

1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch (6.35 mm) or does not project beyond finished surface.
2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch (3.18 mm) at the edge of the box.

## H. Install boxes as required to preserve insulation integrity.

- I. Metallic Floor Boxes: Install box level at the proper elevation to be flush with finished floor.
- J. Nonmetallic Floor Boxes: Cut box flush with finished floor after concrete pour.
- K. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- L. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- M. Close unused box openings.
- N. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- O. Provide grounding and bonding in accordance with Section 26 05 26.
- P. Identify boxes in accordance with Section 26 05 53.

**3.03 CLEANING**

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

**3.04 PROTECTION**

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

**END OF SECTION 260533.16**

**SECTION 260533.23**  
**SURFACE RACEWAYS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface raceway systems.
- B. Wireways.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 33.13 - Conduit for Electrical Systems.
- D. Section 26 05 33.16 - Boxes for Electrical Systems.
- E. Section 26 05 39 - Underfloor Raceways for Electrical Systems: Trench duct.
- F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- G. Section 27 10 00 - Structured Cabling: Voice and data jacks.

**1.03 REFERENCE STANDARDS**

- A. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 5 - Surface Metal Raceways and Fittings; Current Edition, Including All Revisions.
- D. UL 5A - Nonmetallic Surface Raceways and Fittings; Current Edition, Including All Revisions.
- E. UL 111 - Outline of Investigation for Multioutlet Assemblies; Current Edition, Including All Revisions.
- F. UL 870 - Wireways, Auxiliary Gutters, and Associated Fittings; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  1. Coordinate the placement of raceways with millwork, furniture, equipment, etc. installed under other sections or by others.
  2. Coordinate rough-in locations of outlet boxes provided under Section 26 05 33.16 and conduit provided under Section 26 05 33.13 as required for installation of raceways provided under this section.

3. Verify minimum sizes of raceways with the actual conductors and components to be installed.
4. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not install raceways until final surface finishes and painting are complete.
2. Do not begin installation of conductors and cables until installation of raceways is complete between outlet, junction and splicing points.

## **1.05 QUALITY ASSURANCE**

A. Comply with requirements of NFPA 70.

## **PART 2 PRODUCTS**

### **2.01 RACEWAY REQUIREMENTS**

- A. Provide all components, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Do not use raceways for applications other than as permitted by NFPA 70 and product listing.

### **2.02 SURFACE RACEWAY SYSTEMS**

- A. Surface Metal Raceways: Listed and labeled as complying with UL 5.
- B. Surface Nonmetallic Raceways: Listed and labeled as complying with UL 5A.
- C. Multioutlet Assemblies: Listed and labeled as complying with UL 111.

### **2.03 WIREWAYS**

- A. Description: Lay-in wireways and wiring troughs with removable covers; listed and labeled as complying with UL 870.
- B. Wireway Type, Unless Otherwise Indicated:
  1. Indoor Clean, Dry Locations: NEMA EN 10250, Type 1, painted steel with screw-cover.
  - C. Finish for Painted Steel Wireways: Manufacturer's standard grey unless otherwise indicated.
- D. Where wireway size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## **END OF SECTION 260533.23**

**SECTION 260548**  
**VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Vibration isolation requirements.
- B. Seismic control requirements.
- C. Seismic restraint systems.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.

**1.03 DEFINITIONS**

- A. Electrical Component: Where referenced in this section in regards to seismic controls, applies to any portion of the electrical system subject to seismic evaluation in accordance with applicable codes, including distributed systems (e.g., conduit, cable tray).
- B. Seismic Restraint: Structural members or assemblies of members or manufactured elements specifically designed and applied for transmitting seismic forces between components and the seismic force-resisting system of the structure.

**1.04 REFERENCE STANDARDS**

- A. ASCE 19 - Structural Applications of Steel Cables for Buildings; 2016.
- B. ASHRAE (HVACA) - ASHRAE Handbook - HVAC Applications; Most Recent Edition Cited by Referring Code or Reference Standard.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2024a.
- D. FEMA 413 - Installing Seismic Restraints for Electrical Equipment; 2004.
- E. FEMA E-74 - Reducing the Risks of Nonstructural Earthquake Damage; 2012.
- F. MFMA-4 - Metal Framing Standards Publication; 2004.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. SMACNA (SRM) - Seismic Restraint Manual Guidelines for Mechanical Systems; 2024.

**1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate selection and arrangement of vibration isolation and/or seismic control components with the actual equipment to be installed.
  - 2. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
  - 3. Seismic Controls:
    - a. Coordinate the arrangement of seismic restraints with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
    - b. Coordinate the work with other trades to accommodate relative positioning of essential and nonessential components in consideration of seismic interaction.
  - 4. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

**1.06 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

**PART 2 PRODUCTS****2.01 VIBRATION ISOLATION REQUIREMENTS**

- A. Design and provide vibration isolation systems to reduce vibration transmission to supporting structure from vibration-producing electrical equipment and/or electrical connections to vibration-isolated equipment.
- B. Comply with applicable general recommendations of ASHRAE (HVACA), where not in conflict with other specified requirements:
- C. General Requirements:
  - 1. Select vibration isolators to provide required static deflection.
  - 2. Select vibration isolators for uniform deflection based on distributed operating weight of actual installed equipment.
  - 3. Select seismic type vibration isolators to comply with seismic design requirements, including conditions of equipment seismic certification where applicable.
- D. Equipment Isolation:
  - 1. Transformers:

- a. Specified vibration isolators are in addition to any factory-installed internal core and coil assembly vibration isolators unless otherwise indicated.
- b. Floor-Mounted Transformers, Seismic Applications: Use seismic type resilient material isolator mounts or seismic type restrained spring isolators.
- c. Suspended Transformers, Seismic Applications: Use seismic type resilient material isolator hangers, seismic type spring isolator hangers, or seismic type combination resilient material/spring isolator hangers.

E. Conduit Isolation:

1. Use flexible conduit or cable for electrical connections to vibration-isolated equipment, including equipment installed under other sections or by others.

## 2.02 SEISMIC CONTROL REQUIREMENTS

- A. Design and provide electrical component restraints, supports, and attachments suitable for seismic loads determined in accordance with applicable codes, as well as gravity and operating loads and other structural design considerations of the installed location. Consider wind loads for outdoor electrical components.
- B. Component Importance Factor (Ip): Electrical components essential to life safety to be assigned a component importance factor (Ip) of 1.5 as indicated or as required. This includes but is not limited to:
  1. Electrical components required to function for life safety purposes after an earthquake.
- C. Seismic Restraints:
  1. Provide seismic restraints for electrical components except where exempt according to applicable codes and specified seismic design criteria, as approved by authorities having jurisdiction.
  2. Seismic Restriction Exemptions:
    - a. Exemptions for Seismic Design Category D, E, and F:
      - 1) Discrete electrical components that are positively attached to the structure where either of the following apply:
        - (a) The component weighs 400 pounds (1,780 N) or less, has a center of mass located 4 feet (121.92 cm) or less above the adjacent floor level, flexible connections are provided between the component and associated ductwork, piping, and conduit, and the component importance factor (Ip) is 1.0.
        - (b) The component weighs 20 pounds (89 N) or less or, in the case of a distributed system, 5 pounds per foot (73 N/m) or less.
    - b. Conduit, Cable Tray, and Raceway Exemptions, All Seismic Design Categories:

- 1) Raceways with component importance factor (Ip) of 1.0 where flexible connections are provided between cable tray or raceway and associated components, where cable tray or raceway is positively attached to the structure, and where one of the following apply:
  - (a) Trapeze supported conduits, cable trays, or raceways with trapeze assemblies using 3/8 inch (9.52 mm) diameter rod hangers not exceeding 12 inches (304.8 mm) in length from support point connection to the supporting structure, and the total weight supported by any single trapeze is 100 pounds (445 N) or less.
  - (b) Trapeze supported conduits, cable trays, or raceways with trapeze assemblies using 1/2 inch (12.7 mm) diameter rod hangers not exceeding 12 inches (304.8 mm) in length from support point connection to the supporting structure, and the total weight supported by any single trapeze is 200 pounds (890 N) or less.
  - (c) Trapeze supported conduits, cable trays, or raceways with trapeze assemblies using 1/2 inch (12.7 mm) diameter rod hangers not exceeding 24 inches (609.6 mm) in length from support point connection to the supporting structure, and the total weight supported by any single trapeze is 100 pounds (445 N) or less.
  - (d) Hanger supported conduits, cable trays, or raceways with individual rod hangers 3/8 inch (9.52 mm) or 1/2 inch (12.7 mm) in diameter not exceeding 12 inches (304.8 mm) in length from support point connection to the supporting structure, and the total weight supported by any single rod is 50 pounds (220 N) or less.
- 2) Conduits less than 2-1/2 inch (64 mm) trade size.

c. Lighting Exemptions, All Seismic Design Categories:

- 1) Suspended luminaires where attachments are designed to accommodate 1.4 times the operating weight acting in both the vertical and horizontal directions and connections to structure allow for 360 degree range of motion in the horizontal plane; arrange to prevent impact between luminaires and the structure or other nonstructural components.
- 2) Lay-in luminaires weighing less than 56 pounds (25 kg) secured to ceiling grid and provided with safety wires in accordance with ASTM E580/E580M.

3. Comply with applicable general recommendations of the following, where not in conflict with applicable codes, seismic design criteria, or other specified requirements:

- a. ASHRAE (HVACA).
- b. FEMA 413.
- c. FEMA E-74.
- d. SMACNA (SRM).

4. Seismic restraint capacities to be verified by a Nationally Recognized Testing Laboratory (NRTL) or certified by an independent third-party registered professional engineer acceptable to authorities having jurisdiction.
5. Seismic Restraint Systems:
  - a. Except where otherwise restricted, use of either cable or rigid restraints is permitted.
  - b. Use only cable restraints to restrain vibration-isolated electrical components, including distributed systems.
  - c. Use only one restraint system type for a given electrical component or distributed system (e.g., conduit, cable tray) run; mixing of cable and rigid restraints on a given component/run is not permitted.
  - d. Size restraint elements, including anchorage, to resist seismic loads as necessary to restrain electrical component in all lateral directions; consider bracket geometry in anchor load calculations.
  - e. Use rod stiffener clips to attach bracing to hanger rods as required to prevent rod buckling from vertical (upward) compressive load introduced by cable or rigid restraints loaded in tension, in excess of downward tensile load due to supported electrical component weight.
  - f. Select hanger rods and associated anchorage as required to accommodate vertical (downward) tensile load introduced by rigid restraints loaded in compression, in addition to downward tensile load due to supported electrical component weight.
  - g. Clevis hangers may only be used for attachment of transverse restraints; do not use for attachment of longitudinal restraints.
  - h. Where seismic restraints are attached to clevis hangers, provide clevis bolt reinforcement accessory to prevent clevis hanger deformation.
  - i. Do not introduce lateral loads on open bar joist chords or the weak axis of beams, or loads in any direction at other than panel points unless approved by project Structural Engineer of Record.

D. Seismic Attachments:

1. Attachments to be bolted, welded, or otherwise positively fastened without consideration of frictional resistance produced by the effects of gravity.
2. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) or qualified evaluation service acceptable to authorities having jurisdiction for compliance with applicable building code, and qualified for seismic applications; concrete anchors to be qualified for installation in both cracked and uncracked concrete.
3. Do not use power-actuated fasteners.

4. Do not use friction clips (devices that rely on mechanically applied friction to resist loads). Beam clamps may be used for supporting sustained loads where provided with restraining straps.
5. Comply with anchor minimum embedment, minimum spacing, minimum member thickness, and minimum edge distance requirements.

## 2.03 SEISMIC RESTRAINT SYSTEMS

- A. Description: System components and accessories specifically designed for field assembly and attachment of seismic restraints.
- B. Cable Restraints:
  1. Comply with ASCE 19.
  2. Cables: Pre-stretched, galvanized steel wire rope with certified break strength.
  3. Cable Connections: Use only swaged end fittings. Cable clips and wedge type end fittings are not permitted in accordance with ASCE 19.
  4. Use protective thimbles for cable loops where potential for cable damage exists.
- C. Rigid Restraints: Use MFMA-4 steel channel (strut), steel angle, or steel pipe for structural element; suitable for both compressive and tensile design loads.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that mounting surfaces are ready to receive vibration isolation and/or seismic control components and associated attachments.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install products in accordance with applicable requirements of NECA 1 (general workmanship).
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- D. Secure fasteners according to manufacturer's recommended torque settings.
- E. Install flexible conduit and cable connections to provide sufficient slack for vibration isolation and/or seismic relative displacements as indicated or as required.
- F. Vibration Isolation Systems:

1. Clean debris from beneath vibration-isolated equipment that could cause short-circuiting of isolation.
2. Use elastomeric grommets for attachments where required to prevent short-circuiting of isolation.
3. Adjust isolators to be free of isolation short circuits during normal operation.
4. Do not overtighten fasteners such that resilient material isolator pads are compressed beyond manufacturer's maximum recommended deflection.

G. Seismic Controls:

1. Use only specified components, anchorage, and hardware evaluated by seismic design. Comply with conditions of seismic certification where applicable.
2. Where mounting hole diameter exceeds bolt diameter by more than 0.125 inch (3.18 mm), use epoxy grout, elastomeric grommet, or welded washer to reduce clearance to 0.125 inch (3.18 mm) or less.
3. Equipment with Sheet Metal Housings:
  - a. Use Belleville washers to distribute stress over a larger surface area of the sheet metal connection interface as approved by manufacturer.
  - b. Attach additional steel as approved by manufacturer where required to transfer loads to structure.
  - c. Where mounting surface is irregular, do not shim housing; reinforce housing with additional steel as approved by manufacturer.
4. Seismic Restraint Systems:
  - a. Do not attach seismic restraints and gravity supports to dissimilar parts of structure that may move differently during an earthquake.
  - b. Install restraints within permissible angles in accordance with seismic design.
  - c. Install cable restraints straight between component/run and structural attachment; do not bend around other nonstructural components or structural elements.
  - d. Install cable restraints for vibration-isolated components slightly slack to prevent short-circuiting of isolation.
  - e. Install hanger rod stiffeners where indicated using only specified clamps; do not weld stiffeners to hanger rod.

**3.03 FIELD QUALITY CONTROL**

A. Inspect vibration isolation and/or seismic control components for damage and defects.

B. Vibration Isolation Systems:

1. Verify isolator static deflections.
2. Verify vibration isolation performance during normal operation; investigate sources of isolation short circuits.

C. Correct deficiencies and replace damaged or defective vibration isolation and/or seismic control components.

**END OF SECTION 260548**

**SECTION 260553**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Floor marking tape.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
- B. Section 26 05 73 - Power System Studies: Arc flash hazard warning labels.
- C. Section 26 27 26 - Wiring Devices - Lutron: Device and wallplate finishes; factory pre-marked wallplates.
- D. Section 27 10 00 - Structured Cabling: Identification for communications cabling and devices.

**1.03 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. NFPA 70E - Standard for Electrical Safety in the Workplace; 2024.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
  - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
  - 2. Do not install identification products until final surface finishes and painting are complete.

**PART 2 PRODUCTS****2.01 IDENTIFICATION REQUIREMENTS**

## A. Identification for Equipment:

1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
  - a. Panelboards:
    - 1) Identify ampere rating.
    - 2) Identify voltage and phase.
    - 3) Identify power source and circuit number. Include location when not within sight of equipment.
    - 4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
  - b. Transformers:
    - 1) Identify kVA rating.
    - 2) Identify voltage and phase for primary and secondary.
    - 3) Identify power source and circuit number. Include location when not within sight of equipment.
    - 4) Identify load(s) served. Include location when not within sight of equipment.

## B. Identification for Conductors and Cables:

1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

## C. Identification for Raceways:

1. Use voltage markers to identify highest voltage present for accessible conduits at maximum intervals of 20 feet (609.6 cm).
2. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.

## D. Identification for Boxes:

1. Use voltage markers to identify highest voltage present.
2. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.

E. Identification for Devices:

1. Identification for Communications Devices: Comply with Section 27 10 00.
2. Wiring Device and Wallplate Finishes: Comply with Section 26 27 26.
3. Use identification label to identify fire alarm system devices.
4. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.
5. Use identification label or engraved wallplate to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.

## **2.02 IDENTIFICATION NAMEPLATES AND LABELS**

A. Identification Nameplates:

1. Materials:
  - a. Indoor Clean, Dry Locations: Use plastic nameplates.
2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.59 mm); engraved text.
3. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25.4 mm) high; Four, located at corners for larger sizes.

B. Identification Labels:

1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

## **2.03 VOLTAGE MARKERS**

A. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.

B. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

C. Minimum Size:

1. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.

2. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches (12.7 mm).
3. Markers for Junction Boxes: 1/2 by 2 1/4 inches (6.35 mm).

D. Legend:

1. Markers for Voltage Identification: Highest voltage present.

## **2.04 FLOOR MARKING TAPE**

- A. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlaminates, 3 inches (76.2 mm) wide, with alternating black and white stripes.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  1. Surface-Mounted Equipment: Enclosure front.
  2. Flush-Mounted Equipment: Inside of equipment door.
  3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  4. Elevated Equipment: Legible from the floor or working platform.
  5. Interior Components: Legible from the point of access.
  6. Conduits: Legible from the floor.
  7. Boxes: Outside face of cover.
  8. Conductors and Cables: Legible from the point of access.
  9. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

F. Mark all handwritten text, where permitted, to be neat and legible.

**END OF SECTION 260553**

**SECTION 260573**  
**POWER SYSTEM STUDIES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Short-circuit study.
- B. Criteria for the selection and adjustment of equipment and associated protective devices not specified in this section, as determined by studies to be performed.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 53 - Identification for Electrical Systems: Additional requirements for arc flash hazard warning labels.
- B. Section 26 24 16 - Panelboards.

**1.03 REFERENCE STANDARDS**

- A. IEEE 141 - IEEE Recommended Practice for Electric Power Distribution for Industrial Plants; 1993 (Reaffirmed 1999).
- B. IEEE 242 - IEEE Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems; 2001, with Errata (2003).
- C. IEEE 399 - IEEE Recommended Practice for Industrial and Commercial Power Systems Analysis; 1997.
- D. IEEE 551 - IEEE Recommended Practice for Calculating Short-Circuit Currents in Industrial and Commercial Power Systems; 2006.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work to provide equipment and associated protective devices complying with criteria for selection and adjustment, as determined by studies to be performed.
  - 2. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Submit study reports prior to or concurrent with product submittals.
  - 2. Do not order equipment until matching study reports and product submittals have both been evaluated by Engineer.

**1.05 SUBMITTALS**

- A. Study reports, stamped or sealed and signed by study preparer.

**1.06 POWER SYSTEM STUDIES**

- A. Scope of Studies:

1. Except where study descriptions below indicate exclusions, analyze system at each bus from primary protective devices of utility source down to each piece of equipment involved, including parts of system affecting calculations being performed (e.g. fault current contribution from motors).

- B. General Study Requirements:

1. Comply with NFPA 70.
2. Perform studies utilizing computer software complying with specified requirements; manual calculations are not permitted.

- C. Data Collection:

1. Compile information on project-specific characteristics of actual installed equipment, protective devices, feeders, etc. as necessary to develop single-line diagram of electrical distribution system and associated input data for use in system modeling.
  - a. Utility Source Data: Include primary voltage, maximum and minimum three-phase and line-to-ground fault currents, impedance, X/R ratio, and primary protective device information.
    - 1) Obtain up-to-date information from Utility Company.
  - b. Transformers: Include primary and secondary voltage ratings, kVA rating, winding configuration, percent impedance, and X/R ratio.
  - c. Protective Devices:
    - 1) Circuit Breakers: Include manufacturer/model, type (e.g. thermal magnetic, electronic trip), frame size, trip rating, voltage rating, interrupting rating, available field-adjustable trip response settings, and features (e.g. zone selective interlocking).
    - 2) Fuses: Include manufacturer/model, type/class (e.g. Class J), size/rating, and speed (e.g. time delay, fast acting).
  - d. Protective Relays: Include manufacturer/model, type, settings, current/potential transformer ratio, and associated protective device.
  - e. Conductors: Include feeder size, material (e.g. copper, aluminum), insulation type, voltage rating, number per phase, raceway type, and actual length.
2. Existing Installations:

- a. Collect data on existing electrical distribution system necessary for completion of studies, including field verification of available existing data (e.g. construction documents, previous studies). Include actual settings for field-adjustable devices.

D. Short-Circuit Study:

1. Comply with IEEE 551 and applicable portions of IEEE 141, IEEE 242, and IEEE 399.
2. For purposes of determining equipment short circuit current ratings, consider conditions that may result in maximum available fault current, including but not limited to:
  - a. Maximum utility fault currents.
  - b. Maximum motor contribution.
  - c. Known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).
3. For each bus location, calculate the maximum available three-phase bolted symmetrical and asymmetrical fault currents. For grounded systems, also calculate the maximum available line-to-ground bolted fault currents.

E. Study Reports:

1. General Requirements:
  - a. Identify date of study and study preparer.
  - b. Identify study methodology and software product(s) used.
  - c. Identify scope of studies, assumptions made, implications of possible alternate scenarios, and any exclusions from studies.
  - d. Identify base used for per unit values.
  - e. Include single-line diagram and associated input data used for studies; identify buses on single-line diagram as referenced in reports, and indicate bus voltage.
  - f. Include conclusions and recommendations.
2. Short-Circuit Study:
  - a. For each scenario, identify at each bus location:
    - 1) Calculated maximum available symmetrical and asymmetrical fault currents (both three-phase and line-to-ground where applicable).
    - 2) Fault point X/R ratio.
    - 3) Associated equipment short circuit current ratings.

- b. Identify locations where the available fault current exceeds the equipment short circuit current rating, along with recommendations.

#### **1.07 QUALITY ASSURANCE**

- A. Study Preparer Qualifications: Professional electrical engineer licensed in the State in which the Project is located and with minimum five years experience in preparation of studies of similar type and complexity using specified computer software.
  - 1. Study preparer may be employed by manufacturer of electrical distribution equipment.
- B. Computer Software for Study Preparation: Use the latest edition of commercially available software utilizing specified methodologies.
  - 1. Products:
    - a. EasyPower LLC: [www.easypower.com/#sle](http://www.easypower.com/#sle).
    - b. ETAP/Operation Technology, Inc: [www.etap.com/#sle](http://www.etap.com/#sle).
    - c. Power Analytics Corporation: [www.poweranalytics.com/#sle](http://www.poweranalytics.com/#sle).
    - d. SKM Systems Analysis, Inc: [www.skm.com/#sle](http://www.skm.com/#sle).

**END OF SECTION 260573**

**SECTION 260924**  
**LUT3 - LIGHTING CONTROLS - LUTRON VIVE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Single space wireless lighting control systems and associated components:
  - 1. Wireless occupancy/vacancy sensors.
  - 2. Wired load control modules with wireless communication inputs.
  - 3. Wired wall dimmers and switches with wireless communication inputs.
  - 4. Wired wallbox occupancy sensors with wireless communication inputs.
  - 5. Wireless control stations.
- B. Wireless hub(s) for centralized control, monitoring, and system integration.
- C. Software data and analytics dashboard, including server requirements.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- B. Section 26 51 00 - Interior Lighting.

**1.03 REFERENCE STANDARDS**

- A. 47 CFR 15 - Radio Frequency Devices; current edition.
- B. ASTM D4674 - Standard Practice for Accelerated Testing for Color Stability of Plastics Exposed to Indoor Office Environments; 2025.
- C. IEC 60929 - AC and/or DC-Supplied Electronic Control Gear for Tubular Fluorescent Lamps - Performance Requirements; 2011, with Amendment (2015).
- D. IEC 61000-4-2 - Electromagnetic Compatibility (EMC) - Part 4-2: Testing and Measurement Techniques - Electrostatic Discharge Immunity Test; 2025.
- E. ISO 9001 - Quality Management Systems — Requirements; 2015, with Amendment (2024).
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- G. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- H. NEMA SSL 7A - Phase-Cut Dimming for Solid State Lighting: Basic Compatibility; 2015 (Reaffirmed 2021).
- I. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).

- J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.
- L. UL 2043 - Fire Test for Heat and Visible Smoke Release for Discrete Products and Their Accessories Installed in Air-Handling Spaces; Current Edition, Including All Revisions.
- M. NEMA 410 - Performance Testing for Lighting Controls and Switching Devices with Electronic Drivers and Discharge Ballasts; 2023.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of wall controls with actual installed door swings.
  - 2. Coordinate the placement of daylight sensors with windows, skylights, and luminaires to achieve optimum operation. Coordinate placement with ductwork, piping, equipment, or other potential obstructions to light level measurement.
  - 3. Coordinate the work to provide luminaires and lamps compatible with the lighting controls to be installed.
  - 4. Notify Engineer of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.
- B. Sequencing:
  - 1. Do not install sensors and wall controls until final surface finishes and painting are complete.

#### **1.05 SUBMITTALS**

- A. Design Documents: Lighting Control Manufacturer to provide plans indicating occupancy/vacancy and/or daylight sensor locations.
- B. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
  - 1. Occupancy/Vacancy Sensors: Include detailed basic motion detection coverage range diagrams.
- C. Project Record Documents: Record actual installed locations and settings for lighting control system components.
- D. Operation and Maintenance Data: Include detailed information on lighting control system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.
- E. Warranty: Submit sample of manufacturer's Warranty or Enhanced Warranty as specified in Part 1 under "WARRANTY". Submit documentation of final executed warranty completed in Owner's name and registered with manufacturer.

**1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications:
  - 1. Company with not less than ten years of experience manufacturing lighting control products using wireless communication between devices.
  - 2. Registered to ISO 9001, including in-house engineering for product design activities.
  - 3. Provides factory direct technical support hotline available 24 hours per day, 7 days per week.
  - 4. Qualified to supply specified products and to honor claims against product presented in accordance with warranty.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in a clean, dry space in original manufacturer's packaging in accordance with manufacturer's written instructions until ready for installation.

**1.08 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.
  - 1. Basis of Design System Requirements - Lutron, Unless Otherwise Indicated:
    - a. Ambient Temperature:
      - 1) Lighting Control System Components: Between 32 and 104 degrees Fahrenheit (40 degrees Celsius).
    - b. Relative Humidity: Less than 90 percent, non-condensing.
    - c. Protect lighting controls from dust.

**1.09 WARRANTY**

- A. Manufacturer's Standard Warranty, With Manufacturer Full-Scope Start-Up; Lutron Standard 2-Year Warranty; Lutron LSC-B2:
  - 1. Manufacturer Lighting Control System Components, Except Lighting Management System Computer, Drivers and Load Control Modules:
    - a. First Two Years:
      - 1) 100 percent replacement parts coverage, 100 percent manufacturer labor coverage to troubleshoot and diagnose a lighting issue.

- 2) First-available on-site or remote response time.
- 3) Remote diagnostics for applicable systems.

b. Telephone Technical Support: Available 24 hours per day, 7 days per week, excluding manufacturer holidays.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

A. Basis of Design Manufacturer: Lutron Electronics Company, Inc; Vive; [www.lutron.com/#sle](http://www.lutron.com/#sle).

### 2.02 LIGHTING CONTROLS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) as suitable for the purpose indicated.
- B. Unless specifically indicated to be excluded, provide all required equipment, conduit, boxes, wiring, connectors, hardware, supports, accessories, programming, etc. as necessary for a complete operating system that provides the control intent indicated.
- C. Design lighting control equipment for 10 year operational life while operating continually at any temperature in an ambient temperature range of 32 degrees Fahrenheit (0 degrees Celsius) to 104 degrees Fahrenheit (40 degrees Celsius) and 90 percent non-condensing relative humidity.
- D. Electrostatic Discharge Tolerance: Design and test equipment to withstand electrostatic discharges without impairment when tested according to IEC 61000-4-2.
- E. Power Failure Recovery: When power is interrupted for periods up to 10 years and subsequently restored, lights to automatically return to same levels (dimmed setting, full on, or full off) as prior to power interruption.
- F. Wireless Devices:
  1. Wireless device family includes area or fixture level sensors, area or fixture level load controls for dimming or switching, and load controls that can be mounted in a wallbox, on a junction box, or at the fixture.
  2. Wireless devices including sensors, load controls, and wireless remotes or wall stations, can be set up using simple button press programming without needing any other equipment (e.g. central hub, processor, computer, or other smart device).
  3. Wireless hub adds the ability to set up the system using any smart device with a web browser (e.g. smartphone, tablet, PC, or laptop).
  4. System does not require a factory technician to set up or program the system.
  5. Capable of diagnosing system communications.
  6. Capable of having addresses automatically assigned to them.

7. Receives signals from other wireless devices and provides feedback to user.
8. Capable of determining which devices have been addressed.
9. RF Range: 60 feet (1828.8 cm) line-of-sight or 30 feet (914.4 cm) through typical construction materials between RF transmitting devices and compatible RF receiving devices.
10. Electromagnetic Interference/Radio Frequency Interference (EMI/RFI) Limits: Comply with FCC requirements of 47 CFR 15, for Class B application.

G. Wireless Network:

1. RF Frequency: 434 MHz; operate in FCC governed frequency spectrum for periodic operation; continuous transmission spectrum is not permitted.
  - a. Wireless sensors, wireless wall stations and wireless load control devices do not operate in the noisy 2.4 GHz frequency band where high potential for RF interference exists.
  - b. Wireless devices operate in an uncongested frequency band providing reliable operation.
  - c. Fixed network architecture ensures all associated lights and load controls respond in a simultaneous and coordinated fashion from a button press, sensor signal, or command from the wireless hub (i.e. no popcorning).
2. Distributed Architecture: Local room devices communicate directly with each other. If the wireless hub is removed or damaged, local control, sensing, and operation continues to function without interruption.
3. Local room devices communicate directly with each other (and not through a central hub or processor) to ensure:
  - a. Reliability of system performance.
  - b. Fast response time to events in the space (e.g. button presses or sensor signals).
  - c. Independent operation in the event of the wireless hub being removed or damaged.

H. Device Finishes:

1. Wall Controls: As indicated on the drawings.
2. Standard Colors: Comply with NEMA WD 1 where applicable.
3. Color Variation in Same Product Family: Maximum delta E of 1, CIE L\*a\*b color units.
4. Visible Parts: Exhibit ultraviolet color stability when tested with multiple actinic light sources as defined in ASTM D4674. Provide proof of testing upon request.

## 2.03 WIRELESS SENSORS

A. General Requirements:

1. Operational life of 10 years without the need to replace batteries when installed per manufacturer's instructions.
2. Communicates directly to compatible RF receiving devices through use of a radio frequency communications link.
3. Does not require external power packs, power wiring, or communication wiring.
4. Capable of being placed in test mode to verify correct operation from the face of the unit.

B. Wireless Occupancy/Vacancy Sensors:

1. General Requirements:
  - a. Provides a clearly visible method of indication to verify that motion is being detected during testing and that the unit is communicating to compatible RF receiving devices.
  - b. Utilize multiple segmented lens, with internal grooves to eliminate dust and residue build-up.
  - c. Sensing Mechanism: Passive infrared coupled with technology for sensing fine motions; Lutron XCT Technology. Signal processing technology detects fine-motion passive infrared (PIR) signals without the need to change the sensor's sensitivity threshold.
  - d. Provide optional, readily accessible, user-adjustable controls for timeout, automatic/manual-on, and sensitivity.
  - e. Turns off lighting after reasonable and adjustable time delay once the last person to occupy the space vacates a room or area. Provide adjustable timeout settings of 1, 5, 15, and 30 minutes.
  - f. Capable of turning dimmer's lighting load on to an optional locked preset level selectable by the user. Locked preset range to be selectable on the dimmer from 1 percent to 100 percent.
  - g. Color: White.
  - h. Provide all necessary mounting hardware and instructions for both temporary and permanent mounting.
  - i. Provide temporary mounting means for drop ceilings to allow user to check proper performance and relocate as needed before permanently mounting sensor. Temporary mounting method to be design for easy, damage-free removal.
  - j. Sensor lens to illuminate during test mode when motion is detected to allow installer to place sensor in ideal location and to verify coverage prior to permanent mounting.
2. Wireless Combination Occupancy/Vacancy Sensors:

- a. Ceiling-Mounted Sensors: Programmable to operate as an occupancy sensor (automatic-on and automatic-off), an occupancy sensor with low light feature (automatic-on when less than one footcandle of ambient light available and automatic-off), or a vacancy sensor (manual-on and automatic-off).
- b. Wall-Mounted Sensors: Programmable to operate as an occupancy sensor (automatic-on and automatic-off), or a vacancy sensor (manual-on and automatic-off).

## 2.04 LOAD CONTROL MODULES

- A. Provide wireless load control modules as indicated or as required to control the loads as indicated.
- B. Junction Box-Mounted Modules:
  1. Plenum rated.
  2. 0-10 V Dimming Modules:
    - a. Product(s):
      - 1) 8 A dimming module with 0-10V control, without emergency mode; Lutron PowPak Dimming Module Model RMJS-8T-DV-B.
      - 2) 8 A dimming module with 0-10V control, with emergency mode; Lutron PowPak Dimming Module Model RMJS-8T-DV-B-EM.
    - b. Communicates via radio frequency with up to ten compatible occupancy/vacancy sensors, ten wireless control stations, and one daylight sensor.
    - c. Single low voltage dimming module with Class 1 or Class 2 isolated 0-10V output signal conforming to IEC 60929 Annex E.2; source or sink automatically configures.
    - d. Selectable minimum light level.
    - e. Configurable high- and low-end trim.
    - f. Relay: Rated for 0-10 V ballasts, LED drivers, or fixtures that conform with NEMA 410.
    - g. Dimming Modules with Emergency Mode:
      - 1) Operation With Lutron Vive Wireless Hub: Upon loss of power, dimming module enters and remains in emergency mode as long as wireless hub is de-energized; upon restoration of power to wireless hub, dimming module returns to normal mode and lights automatically return to same levels (dimmed setting, full on, or full off) as prior to power interruption.
      - 2) Operation Without Lutron Vive Wireless Hub: Upon loss of power, dimming module enters and remains in emergency mode for 90 minutes, during which time local unit buttons and wireless controls are disabled.

- 3) Used with Lutron Model LUT-ELI-3PH emergency lighting interface to achieve total system UL 924 listing.

3. Phase Selectable Dimming Modules:

a. Products:

- 1) Phase selectable dimming module, without emergency mode; Lutron Vive Phase Select PowPak Model RMJS-PNE-DV.

- 2) Phase selectable dimming module, with emergency mode; Lutron Vive Phase Select PowPak Model RMJS-PNE-DV-EM.

b. Communicates via radio frequency with up to ten compatible occupancy/vacancy sensors, ten wireless control stations, and one daylight sensor.

c. Dimming; Lutron PRO LED+:

- 1) UL listed for LED control in forward or reverse phase modes. Provide published LED performance testing on both forward and reverse phase dimming.

- 2) UL listed for fluorescent, electronic low voltage, and magnetic low voltage control.

d. Provides leading-edge or trailing-edge dimming; manual configuration.

e. Selectable minimum light level.

f. Configurable high- and low-end trim.

g. Provide cycle-by-cycle compensation for incoming line variations, including changes in frequency, harmonics, and line noise; accommodate up to plus/minus two percent change in frequency per second.

h. Comply with NEMA SSL 7A.

i. Rated Load: Electronic low voltage (reverse phase, 450 W, 120/277V V), dimmable LED (reverse phase, 450 VA, 120/277 V; forward phase, 200 W, 120 V), incandescent/halogen (450 W, 120/277 V), magnetic low voltage (400 VA/320 W, 120/277 V), Lutron Hi-lume 1% 2-wire LED Driver (3 A, 120 V - maximum of 13 drivers), fluorescent (forward phase, 400 VA, 120/277 V).

j. Dimming Modules with Emergency Mode:

- 1) Operation With Lutron Vive Wireless Hub: Upon loss of power, dimming module enters and remains in emergency mode as long as wireless hub is de-energized; upon restoration of power to wireless hub, dimming module returns to normal mode and lights automatically return to same levels (dimmed setting, full on, or full off) as prior to power interruption.

- 2) Operation Without Lutron Vive Wireless Hub: Upon loss of power, dimming module enters and remains in emergency mode for 90 minutes, during which time local unit buttons and wireless controls are disabled.
- 3) Used with Lutron Model LUT-ELI-3PH emergency lighting interface to achieve total system UL 924 listing.

## 2.05 WIRELESS CONTROL STATIONS

- A. General Requirements:
  1. Communicates directly to compatible RF receiving devices through use of a radio frequency communications link.
  2. Allows for easy reprogramming without replacing unit.
  3. Button Programming:
    - a. Single action.
    - b. Toggle action.
  4. Includes LED to indicate button press or programming mode status.
  5. Faceplates: Provide concealed mounting hardware.
  6. Finish: As specified for wall controls in "Device Finishes" under LIGHTING CONTROLS - GENERAL REQUIREMENTS article above.
- B. Battery-Powered Wireless Control Stations:
  1. Quantity: As indicated on the drawings.
  2. Does not require external power packs, power or communication wiring.
  3. Power: Battery-operated with minimum ten-year battery life (3-year battery life for night light models).
  4. Mounting:
    - a. Capable of being mounted with a table stand or directly to a wall under a faceplate.
- C. Line-Powered Wireless Control Stations:
  1. Power: 120/277 V.

## 2.06 WIRELESS HUBS

- A. Product(s):
  1. Wireless hub without BACnet; Lutron Vive Hub.

- a. Flush-mount wireless hub; Model HJS-0-FM; as indicated on drawings, supports up to 70 total paired devices.
- B. Integrated multicolor LED provides feedback on what mode the hub is in for simple identification and diagnosis.
- C. Integrated processor and web server allows hub to set up and operate the system without any external connections to outside processors, servers, or the internet.
- D. Utilizes Ethernet connection for:
  - 1. Networking up to 64 hubs together to create a larger system.
  - 2. Remote connectivity capabilities, including maintaining system date/time and receiving periodic firmware updates (requires internet connection).
- E. A single hub or network of hubs can operate on either a dedicated lighting control only network or can be integrated with an existing building network as a VLAN.
- F. Communicates directly to compatible Lutron Vive RF devices through use of Lutron Clear Connect radio frequency communications link; does not require communication wiring; RF range of 71 feet (2164.08 cm) through walls to cover an area of 15836 sq feet (17.04629 sq cm) (device and hub must be on the same floor).
- G. Communicates directly to mobile device (smartphone or tablet) or computer using built-in Wi-Fi. 2.4 GHz 802.11b/g; wireless range of 71 feet (2164.08 cm) through walls (device and hub must be on the same floor).
  - 1. Does not require Wi-Fi router for connecting to the hub.
- H. Allows for system setup, control, and monitoring from mobile device or computer using Vive web-based software:
  - 1. Supports paired devices up to maximum number indicated including compatible wireless sensors, wireless control stations, and wireless load devices.
  - 2. Allows for timeclock scheduling of events, both time of day and astronomic (sunrise and sunset).
    - a. Timeclock is integrated into the unit and does not require a constant internet connection.
    - b. Retains time and programming information after a power loss.
    - c. 365-day schedulable timeclock allows for:
      - 1) Scheduling of events years in advance.
      - 2) Setting of recurring events with exceptions on holidays.
  - d. Timeclock events can be scheduled to:
    - 1) Send lights to a desired level and select the fade rate desired to reach that level.

- 2) Adjust level lights go to when occupied.
- 3) Adjust level lights go to when unoccupied.
- 4) Enable/disable occupancy.

3. Daylighting:

- a. Daylighting can be enabled/disabled. Can be used to override the control currently taking place in the space.
- b. Daylight set point can be adjusted with the software to increase or decrease the electric light level in the room based on the same amount of natural light.

4. Allows for control, monitoring, and adjustment from anywhere in the world (Lutron Vive wireless hub internet connection required).

5. Uses RF signal strength detection to find nearby devices for quick association and programming without having to climb ladders.

- a. Association and setup does not require a factory technician to perform.

6. System using Lutron Vive wireless hub(s) can operate with or without connection to the internet.

7. Supports energy reporting.

- a. Reports measured energy data for PowPak fixture control modules at accuracy of plus/minus 2 percent or 0.5 W (whichever is higher).
- b. Reports calculated energy data for PowPak junction box mounted modules at accuracy of 10 percent.

8. Supports automatic demand response for load shedding via:

- a. Local contact closure without need for separate interface.
- b. OpenADR® 2.0b compliant utility command.

9. Support automatic generation of alerts in Lutron Vive web-based application for designated events/triggers, including:

- a. Low-battery condition in battery-operated sensors and controls; alert cleared when battery is replaced.
- b. Missing device (e.g., control or sensor); alert cleared when device is detected.

10. Wireless hub can be firmware upgraded to provide new software features and system updates.

- a. Firmware update can be done either locally using a wired Ethernet connection or Wi-Fi connection, or remotely if the wireless hub is connected to the internet.

I. Lutron Vive Web-Based Application:

1. Accessibility and Platform Support:
  - a. Web-based; runs on most HTML5 compatible browsers (including Safari and Chrome).
  - b. Supports multiple platforms and devices; runs from a tablet, desktop, laptop, or smartphone.
  - c. User interface supports multi-touch gestures such as pinch to zoom, drag to pan, etc.
  - d. Utilizes HTTPS (industry-standard certificate-based encryption and authentication for security).
  - e. Multi-level Password Protected Access: Individual password protection on both the integrated Wi-Fi network and web-based software.
  - f. WPA2 security for Wi-Fi communication with wireless hub.
2. System Navigation and Status Reporting:
  - a. Area Tree View: Easy navigation by area name to view status and make programming adjustments through the software.
  - b. Area and device names can be changed in real time.
3. Setup app available for iOS and Android that allows for:
  - a. Job registration to extend product warranty.
  - b. Management of setup for multiple projects in different locations.
  - c. Creation of handoff documents that are sent directly to a facility manager via email once setup is complete.
  - d. Backup of Vive wireless hub database to Lutron cloud for hub replacement.
  - e. Access to native help and instructions to assist user with Vive system setup.

J. API Integration:

1. Support communication, without requiring interface, between lighting control system and third-party system via RESTful API.
2. Requires one network connection per wireless hub.
3. API Integration Capabilities:
  - a. Control all zones or subset of zones.
    - 1) Set zones in designated area to specific level.
    - 2) Raise/lower dimmable lights in designated area.
  - b. Control individual zones.

## c. Subscribe to and Monitor:

- 1) Area status changes (e.g. occupancy, light level, and instantaneous power).
- 2) Individual zone changes in light level.
- 3) Alerts (e.g., missing device and low battery).

## K. Scenes:

1. Support programmable scenes to control individual devices, areas, or groups of areas on demand.
2. Scenes may be activated via:
  - a. Contact closure input.
  - b. API integration.
  - c. Manual activation in app.

## L. Emergency Mode:

1. Support emergency mode to, when triggered, send lights to defined levels and lock out controls for PowPak load control modules equipped with emergency mode.
2. Emergency mode may be activated via:
  - a. Contact closure input.
  - b. API integration.
  - c. Manual activation in app.

## M. Contact Closure Interface: Provide two contact closure inputs; accepts both momentary and maintained contact closures that can be used for automatic demand response.

## N. Rated for use in air-handling spaces as defined in UL 2043.

## O. Provide Ethernet switch(es) as required for inter-hub network wiring per manufacturer's instructions; do not exceed manufacturer's required maximum wiring segment lengths.

**2.07 SOURCE QUALITY CONTROL**

## A. Factory Testing; Lutron Standard Factory Testing:

1. Perform full-function factory testing on all completed assemblies. Statistical sampling is not acceptable.

**PART 3 EXECUTION****3.01 EXAMINATION**

## A. Verify that field measurements are as shown on the drawings.

- B. Verify that ratings and configurations of system components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive system components.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, except for mounting heights specified in those standards.
- B. Install products in accordance with manufacturer's instructions.
- C. Sensor Locations:
  - 1. Where Lighting Control Manufacturer Sensor Layout and Tuning service is specified in Part 2 under "LIGHTING CONTROLS - GENERAL REQUIREMENTS", locate sensors in accordance with layout provided by Lighting Control Manufacturer. Lighting Control Manufacturer may direct Contractor regarding sensor relocation should conditions require a deviation from locations indicated. Where Lighting Control Manufacturer Sensor Layout and Tuning service is not specified, locate sensors in accordance with Drawings.
- D. Identify system components in accordance with Section 26 05 53.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Manufacturer's Full-Scope Start-Up Service: Provide manufacturer's On-Site Full-Scope Start-Up Service.
  - 1. On-Site Full-Scope Start-Up Service; Lutron LSC-OS-SU-VIVE: Manufacturer's authorized Service Representative to conduct site visit upon completion of lighting control system installation to perform system start-up and verify proper operation:
    - a. Verify connection of power wiring and load circuits.
    - b. Verify connection and location of controls.
    - c. Energize wireless hubs.
    - d. Associate occupancy/vacancy sensors, daylight sensors, wireless remotes, and wall stations to load control devices.
    - e. Provide initial rough calibration of sensors; fine-tuning of sensors is responsibility of Contractor unless provided by Lighting Control Manufacturer as part of Sensor Layout and Tuning service where specified in Part 2 under "LIGHTING CONTROLS - GENERAL REQUIREMENTS".
    - f. Program timeclock schedules per approved sequence of operations.

- g. Configure load shed parameters per approved sequence of operations.
- h. Verify system operation control by control.
- i. Obtain sign-off on system functions.
- j. Train Owner's representative on system capabilities, operation, and maintenance, as specified in Part 3 under "Closeout Activities".

C. Correct defective work, adjust for proper operation, and retest until entire system complies with contract documents.

**3.04 CLEANING**

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

**3.05 CLOSEOUT ACTIVITIES**

A. Demonstration:

- 1. Demonstrate proper operation of lighting control devices to Engineer, and correct deficiencies or make adjustments as directed.

B. Training:

- 1. Include services of manufacturer's certified service representative to perform on-site training of Owner's personnel on operation, adjustment, and maintenance of lighting control system as part of on-site system start-up services.

**END OF SECTION 260924**

**SECTION 262200**  
**LOW-VOLTAGE TRANSFORMERS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General purpose transformers.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 05 33.13 - Conduit for Electrical Systems: Flexible conduit connections.
- E. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
- F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- G. Section 26 24 16 - Panelboards.

**1.03 REFERENCE STANDARDS**

- A. 10 CFR 431, Subpart K - Energy Efficiency Program for Certain Commercial and Industrial Equipment - Distribution Transformers; Current Edition.
- B. IEEE C57.94 - IEEE Recommended Practice for Installation, Application, Operation, and Maintenance of Dry-Type Distribution and Power Transformers; 2015.
- C. IEEE C57.96 - IEEE Standard Guide for Loading Dry-Type Distribution and Power Transformers; 2013.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- E. NECA 409 - Standard for Installing and Maintaining Dry-Type Transformers; 2015.
- F. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- G. NEMA ST 20 - Dry Type Transformers for General Applications; 2021.
- H. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 506 - Standard for Specialty Transformers; Current Edition, Including All Revisions.

K. UL 1561 - Standard for Dry-Type General Purpose and Power Transformers; Current Edition, Including All Revisions.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate the work with placement of supports, anchors, etc. required for mounting.
4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
5. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

A. Product Data: Include voltage, kVA, impedance, tap configurations, insulation system class and rated temperature rise, efficiency, sound level, enclosure ratings, outline and support point dimensions, weight, required clearances, service condition requirements, and installed features.

#### **1.06 QUALITY ASSURANCE**

A. Comply with requirements of NFPA 70.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle in accordance with manufacturer's written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to transformer internal components, enclosure, and finish.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. ABB: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
- B. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
- C. Schneider Electric: [www.se.com/#sle](http://www.se.com/#sle).
- D. Siemens Industry, Inc: [www.new.siemens.com/#sle](http://www.new.siemens.com/#sle).

## 2.02 TRANSFORMERS - GENERAL REQUIREMENTS

- A. Description: Factory-assembled, dry type transformers for 60 Hz operation designed and manufactured in accordance with NEMA ST 20 and listed, classified, and labeled as suitable for the purpose intended.
- B. Unless noted otherwise, transformer ratings indicated are for continuous loading according to IEEE C57.96 under the following service conditions:
  - 1. Altitude: 5,000 feet (152400 cm)
  - 2. Ambient Temperature:
    - a. Greater than 10 kVA: Not exceeding 104 degrees Fahrenheit (40 degrees Celsius).
- C. Core: High grade, non-aging silicon steel with high magnetic permeability and low hysteresis and eddy current losses. Keep magnetic flux densities substantially below saturation point, even at 10 percent primary overvoltage. Tightly clamp core laminations to prevent plate movement and maintain consistent pressure throughout core length.
- D. Impregnate core and coil assembly with non-hydroscopic thermo-setting varnish to effectively seal out moisture and other contaminants.
- E. Basic Impulse Level: 10 kV.
- F. Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap.
- G. Isolate core and coil from enclosure using vibration-absorbing mounts.
- H. Nameplate: Include transformer connection data, ratings, wiring diagrams, and overload capacity based on rated winding temperature rise.

## 2.03 GENERAL PURPOSE TRANSFORMERS

- A. Description: Self-cooled, two winding transformers listed and labeled as complying with UL 506 or UL 1561; ratings as indicated on the drawings.
- B. Primary Voltage: 480 volts delta, 3 phase.
- C. Secondary Voltage: 208Y/120 volts, 3 phase.
- D. Insulation System and Allowable Average Winding Temperature Rise:
  - 1. 15 kVA and Larger: Class 428 degrees Fahrenheit (220 degrees Celsius) insulation system with 302 degrees Fahrenheit (150 degrees Celsius) average winding temperature rise.
- E. Coil Conductors: Continuous aluminum windings with terminations brazed or welded.
- F. Winding Taps:
  - 1. 15 kVA through 300 kVA: Two 2.5 percent full capacity primary taps above and four 2.5 percent full capacity primary taps below rated voltage.

- G. Energy Efficiency: Comply with 10 CFR 431, Subpart K.
- H. Sound Levels: Standard sound levels complying with NEMA ST 20
- I. Mounting Provisions:
  - 1. 15 kVA through 75 kVA: Suitable for wall, floor, or trapeze mounting.
- J. Transformer Enclosure: Comply with NEMA ST 20.
  - 1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor clean, dry locations: Type 2.
  - 2. Construction: Steel.
    - a. 15 kVA and Larger: Ventilated.
  - 3. Finish: Manufacturer's standard grey, suitable for outdoor installations.
  - 4. Provide lifting eyes or brackets.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that suitable support frames and anchors are installed where required and that mounting surfaces are ready to receive transformers.
- C. Perform pre-installation tests and inspections on transformers per manufacturer's instructions and as specified in NECA 409. Correct deficiencies prior to installation.
- D. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install transformers in accordance with NECA 409 and IEEE C57.94.
- D. Use flexible conduit, under the provisions of Section 26 05 33.13, 2 feet (60.96 cm) minimum length, for connections to transformer case. Make conduit connections to side panel of enclosure.
- E. Arrange equipment to provide minimum clearances as specified on transformer nameplate and in accordance with manufacturer's instructions and NFPA 70.
- F. Install transformers plumb and level.

G. Transformer Support:

1. Provide required support and attachment in accordance with Section 26 05 29, where not furnished by transformer manufacturer.
2. Use integral transformer flanges, accessory brackets furnished by manufacturer, or field-fabricated supports to support wall-mounted transformers.
3. Unless otherwise indicated, mount floor-mounted transformers on properly sized 3 inch (76.2 mm) high concrete pad constructed in accordance with Section 03 30 00.
4. Use trapeze hangers assembled from threaded rods and metal channel (strut) to support suspended transformers. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

H. Provide grounding and bonding in accordance with Section 26 05 26.

- I. Remove shipping braces and adjust bolts that attach the core and coil mounting bracket to the enclosure according to manufacturer's recommendations in order to reduce audible noise transmission.
- J. Where not factory-installed, install lugs sized as required for termination of conductors as indicated.

### **3.03 FIELD QUALITY CONTROL**

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS Sections 7.2.1.1 and 7.2.1.2. Tests and inspections listed as optional are not required.
  1. 167 kVA single phase, 500 kVA three phase and smaller:
    - a. Perform turns ratio tests at all tap positions.

### **3.04 ADJUSTING**

- A. Measure primary and secondary voltages and make appropriate tap adjustments.
- B. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

### **3.05 CLEANING**

- A. Clean dirt and debris from transformer components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

**END OF SECTION 262200**

**SECTION 262416**  
**PANELBOARDS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Lighting and appliance panelboards.
- B. Overcurrent protective devices for panelboards.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
  - 1. Includes requirements for the seismic qualification of equipment specified in this section.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 05 73 - Power System Studies: Additional criteria for the selection and adjustment of equipment and associated protective devices specified in this section.
- F. Section 26 22 00 - Low-Voltage Transformers: Small power centers with integral primary breaker, transformer, and panelboard.

**1.03 REFERENCE STANDARDS**

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e, with Amendments (2022).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2025.
- D. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- E. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 1000V or Less; 2023.
- F. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 67 - Panelboards; Current Edition, Including All Revisions.
- K. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.
- L. NEMA PB 1 - Panelboards; 2011.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
  - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
  - 4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
  - 5. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
- B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
  - 1. Identify mounting conditions required for equipment seismic qualification.
- C. Manufacturer's equipment seismic qualification certification.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.

- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. ABB: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
- B. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
- C. Schneider Electric: [www.se.com/#sle](http://www.se.com/#sle).
- D. Siemens Industry, Inc: [www.new.siemens.com/#sle](http://www.new.siemens.com/#sle).
- E. Source Limitations: Provide panelboards and associated components produced by same manufacturer as other electrical distribution equipment used for project and obtained from a single supplier.

### 2.02 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Seismic Qualification: Provide panelboards and associated components suitable for application under the seismic design criteria specified in Section 26 05 48 where required. Include certification of compliance with submittals.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet (201168 cm).
  - 2. Ambient Temperature:
    - a. Panelboards Containing Circuit Breakers: Between 23 degrees Fahrenheit (-5 degrees Celsius) and 104 degrees Fahrenheit (40 degrees Celsius).
- D. Short Circuit Current Rating:
  - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as determined by short circuit study performed in accordance with Section 26 05 73.
- E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- G. Bussing: Sized in accordance with UL 67 temperature rise requirements.

1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

H. Conductor Terminations: Suitable for use with the conductors to be installed.

I. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.

1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
  - a. Indoor Clean, Dry Locations: Type 1.
2. Boxes: Galvanized steel unless otherwise indicated.
  - a. Provide wiring gutters sized to accommodate the conductors to be installed.
3. Fronts:
  - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
  - b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
4. Lockable Doors: All locks keyed alike unless otherwise indicated.

J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

K. Load centers are not acceptable.

## 2.03 LIGHTING AND APPLIANCE PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:

1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
2. Main and Neutral Lug Type: Mechanical.

C. Bussing:

1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
2. Phase and Neutral Bus Material: Aluminum.
3. Ground Bus Material: Aluminum.

- D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- E. Enclosures:
  - 1. Provide surface-mounted or flush-mounted enclosures as indicated.
  - 2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
  - 3. Provide clear plastic circuit directory holder mounted on inside of door.

## **2.04 OVERCURRENT PROTECTIVE DEVICES**

- A. Molded Case Circuit Breakers:
  - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
  - 2. Interrupting Capacity:
    - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
    - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
  - 3. Conductor Terminations:
    - a. Provide mechanical lugs unless otherwise indicated.
    - b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  - 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
  - 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
  - 6. Do not use tandem circuit breakers.
  - 7. Do not use handle ties in lieu of multi-pole circuit breakers.

## **2.05 SOURCE QUALITY CONTROL**

- A. Factory test panelboards according to NEMA PB 1.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.

- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment in accordance with Section 26 05 29.
- F. Provide required seismic controls in accordance with Section 26 05 48.
- G. Install panelboards plumb.
- H. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- I. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2006.6 mm) above the floor or working platform.
- J. Provide minimum of six spare 1 inch (25.4 mm) trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
- K. Provide grounding and bonding in accordance with Section 26 05 26.
- L. Install all field-installed branch devices, components, and accessories.
- M. Multi-Wire Branch Circuits: Group grounded and ungrounded conductors together in the panelboard as required by NFPA 70.
- N. Provide filler plates to cover unused spaces in panelboards.
- O. Identify panelboards in accordance with Section 26 05 53.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Correct deficiencies and replace damaged or defective panelboards or associated components.

**3.04 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.

**3.05 CLEANING**

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

**END OF SECTION 262416**

**SECTION 262726**  
**WIRING DEVICES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Receptacles.
- B. Wall plates and covers.
- C. Floor box service fittings.
- D. Poke-through assemblies.
- E. Access floor boxes.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Manufactured wiring systems for use with access floor boxes with compatible pre-wired connectors.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 05 83 - Wiring Connections: Cords and plugs for equipment.

**1.03 REFERENCE STANDARDS**

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; 2014h (Validated 2022).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).
- E. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2021.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- H. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

## **1.05 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

# **PART 2 PRODUCTS**

## **2.01 WIRING DEVICE APPLICATIONS**

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. For flush floor service fittings, use tile rings for installations in tile floors.
- D. For flush floor service fittings, use carpet flanges for installations in carpeted floors.

## **2.02 WIRING DEVICE FINISHES**

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices, Unless Otherwise Indicated: White with white nylon wall plate.
- C. Flush Floor Box Service Fittings: Gray wiring devices with aluminum cover and ring/flange.
- D. Flush Poke-Through Service Fittings: Gray wiring devices with aluminum cover and aluminum flange.
- E. Access Floor Boxes: Gray wiring devices with gray steel cover with insert to match floor covering.

## **2.03 RECEPTACLES**

- A. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.

## **2.04 WALL PLATES AND COVERS**

- A. Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard; \_\_\_\_\_.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.

**2.05 FLOOR BOX SERVICE FITTINGS**

- A. Description: Service fittings compatible with floor boxes provided under Section 26 05 33.16 with components, adapters, and trims required for complete installation.

**2.06 POKE-THROUGH ASSEMBLIES**

- A. Description: Assembly comprising floor service fitting, poke-through component, fire stops and smoke barriers, and junction box for conduit termination; fire rating listed to match fire rating of floor and suitable for floor thickness where installed.

**2.07 ACCESS FLOOR BOXES**

- A. Configuration:
  - 1. Voice and Data Jacks: Provided by others.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Where required, connect wiring devices using pigtails not less than 6 inches (152.4 mm) long. Do not connect more than one conductor to wiring device terminals.
- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- I. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- J. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

K. Install poke-through closure plugs in each unused core holes to maintain fire rating of floor.

**END OF SECTION 262726**

**SECTION 265100**  
**INTERIOR LIGHTING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Exit signs.
- D. Emergency power supply units.
- E. LED replacement lamps.
- F. LED retrofit luminaire conversion kits.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 33.16 - Boxes for Electrical Systems.
- C. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 56 00 - Exterior Lighting.

**1.03 REFERENCE STANDARDS**

- A. IES LM-79 - Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products; 2024.
- B. IES LM-80 - Approved Method: Measuring Maintenance of Light Output Characteristics of Solid-State Light Sources; 2021.
- C. NECA 500 - Standard for Installing Indoor Lighting Systems; 2006.
- D. NECA 502 - Standard for Installing Industrial Lighting Systems; 2006.
- E. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2025.
- F. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

- I. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.
- J. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- K. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
  - 2. Coordinate the placement of exit signs with furniture, equipment, signage or other potential obstructions to visibility installed under other sections or by others.
  - 3. Notify Engineer of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

#### **1.05 SUBMITTALS**

- A. Shop Drawings:
  - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
  - 2. Provide photometric calculations where luminaires are proposed for substitution upon request.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
  - 1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
- C. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- D. Project Record Documents: Record actual connections and locations of luminaires and any associated remote components.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting) and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

**1.08 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide 5-year manufacturer warranty for LED luminaires, including drivers.
- C. Provide 5-year pro-rata warranty for batteries for emergency lighting units.
- D. Provide 10-year pro-rata warranty for batteries for self-powered exit signs.

**PART 2 PRODUCTS****2.01 LUMINAIRE TYPES**

- A. Furnish products as indicated in luminaire schedule included on the drawings.

**2.02 LUMINAIRES**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

H. Luminaires Mounted in Continuous Rows: Provide quantity of units required for length indicated, with all accessories required for joining and aligning.

## 2.03 EMERGENCY LIGHTING UNITS

- A. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
- B. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- C. Battery:
  - 1. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- D. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- E. Provide low-voltage disconnect to prevent battery damage from deep discharge.

## 2.04 EXIT SIGNS

- A. Description: Exit signs complying with NFPA 101 and applicable state and local codes, and listed and labeled as complying with UL 924.
  - 1. Number of Faces: Single- or double-face as indicated or as required for installed location.
  - 2. Directional Arrows: As indicated or as required for installed location.
- B. Powered Exit Signs: Internally illuminated with LEDs unless otherwise indicated.
  - 1. Self-Powered Exit Signs:
    - a. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
    - b. Battery: Sealed, maintenance-free, nickel cadmium unless otherwise indicated.
    - c. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
    - d. Provide low-voltage disconnect to prevent battery damage from deep discharge.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

**3.02 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

**3.03 INSTALLATION**

- A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- D. Provide required support and attachment in accordance with Section 26 05 29.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Suspended Ceiling Mounted Luminaires:
  - 1. Do not use ceiling tiles to bear weight of luminaires.
  - 2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.
  - 3. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
  - 4. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.
- G. Recessed Luminaires:
  - 1. Install trims tight to mounting surface with no visible light leakage.

## H. Suspended Luminaires:

1. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.

2. Install canopies tight to mounting surface.

## I. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.

## J. Install accessories furnished with each luminaire.

## K. Bond products and metal accessories to branch circuit equipment grounding conductor.

## L. Emergency Lighting Units:

1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

## M. Exit Signs:

1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

**3.04 FIELD QUALITY CONTROL**

## A. Inspect each product for damage and defects.

## B. Operate each luminaire after installation and connection to verify proper operation.

## C. Test self-powered exit signs and emergency lighting units to verify proper operation upon loss of normal power supply.

## D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Engineer.

**3.05 ADJUSTING**

## A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Engineer. Secure locking fittings in place.

## B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Engineer or authority having jurisdiction.

## C. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Engineer or authority having jurisdiction.

**3.06 CLEANING**

## A. Clean surfaces according to NECA 500 (commercial lighting) and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

**3.07 PROTECTION**

- A. Protect installed luminaires from subsequent construction operations.

**END OF SECTION 265100**

**SECTION 270529**  
**HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other communications work.

**1.02 RELATED REQUIREMENTS**

- A. Section 05 50 00 - Metal Fabrications: Materials and requirements for fabricated metal supports.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 27 05 33.13 - Conduit for Communications Systems: Additional support and attachment requirements for conduits.
- D. Section 27 10 00 - Structured Cabling.

**1.03 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- D. ASTM D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position; 2022.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.
- F. BICSI ITSIMM - Information Technology Systems Installation Methods Manual (ITSIMM), 8th Edition; 2022.
- G. BICSI N1 - Installation Practices for Telecommunications and ICT Cabling and Related Cabling Infrastructure, 1st Edition; 2019.
- H. MFMA-4 - Metal Framing Standards Publication; 2004.
- I. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

- L. TIA-569 - Telecommunications Pathways and Spaces; 2019e, with Addendum (2022).
- M. UL 5B - Strut-Type Channel Raceways and Fittings; Current Edition, Including All Revisions.
- N. UL 2043 - Fire Test for Heat and Visible Smoke Release for Discrete Products and Their Accessories Installed in Air-Handling Spaces; Current Edition, Including All Revisions.
- O. MSU Standards & Guidelines for Telecommunications Wiring & Installation - Defines the standards used for voice and data wiring in buildings used by MSU departments.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
  - 2. Coordinate work to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
  - 4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
  - 5. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not install products on or provide attachment to concrete surfaces until concrete has cured; see Section 03 30 00.

#### **1.05 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for cable supports, channel/strut framing systems, and post-installed concrete/masonry anchors.
- B. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.
- C. Installer's qualification statement.

#### **1.06 QUALITY ASSURANCE**

- A. Maintain at project site one copy of each referenced document that prescribes execution requirements.
- B. Installer Qualifications for Powder-Actuated Fasteners: Certified by fastener system manufacturer with current operator's license.

C. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

## 1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## PART 2 PRODUCTS

### 2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:

1. Comply with the following. Where requirements differ, comply with most stringent.
  - a. TIA-569.
  - b. NFPA 70.
  - c. Applicable building code.
  - d. Requirements of authorities having jurisdiction.
  - e. MSU - Commscope Uniprise Certification.
2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of communications work.
3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
4. Where support and attachment component types and sizes are not indicated, select in accordance with the manufacturer's application criteria as required for load to be supported \_\_\_\_\_. Include consideration for vibration, equipment operation, and shock loads where applicable..
5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
7. Steel Components: Use corrosion-resistant materials suitable for the environment where installed.
  - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
  - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
  - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
  - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

- B. Conduit Supports: Straps and clamps suitable for conduit to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Cable Supports: J-hooks, spaced every 4 feet (121.92 cm), may be used for distribution of small cable bundles above suspended ceiling spaces, from major distribution routes to room outlet locations.
  - 1. Applications:
    - a. Do not exceed 4 feet (121.92 cm) between cable supports.
    - b. Maximum Number of Cables per Cable Support:
      - 1) J-Hooks: 40 percent of fill capacity.
    - c. Allowable Cable Types:
      - 1) J-Hooks: Category 6A.
  - 2. Comply with TIA-569.
  - 3. Cable Supports Installed in Spaces Used for Environmental Air: Plenum rated; listed and labeled as complying with UL 2043, suitable for use in air-handling spaces.
  - 4. J-Hooks: Noncontinuous cabling support with removable top retainer clip.
    - a. Material: Use galvanized steel, factory-painted steel, or stainless steel.
    - b. Provide support surfaces with smooth, beveled edges and radius not less than minimum allowable bend radius of cables supported.
    - c. Provide multilayered J-hooks where required to support multiple cabling systems.
- D. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
- E. Metal Channel/Strut Framing Systems:
  - 1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
  - 2. Comply with MFMA-4.
- F. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
- G. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
  - 2. Sheet Metal: Use self-tapping screws.

3. Wood: Use wood screws.
4. Plastic and lead anchors are permitted only as follows:
  - a. shall be used for plaster and concrete.
5. Attachment to drywall alone should be avoided.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1, BICSI ITSIMM, and BICSI N1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Engineer, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Engineer, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
  1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
  2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Secure fasteners in accordance with manufacturer's recommended torque settings.

- I. Remove temporary supports.

**END OF SECTION 270529**

**SECTION 270533.13**  
**CONDUIT FOR COMMUNICATIONS SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Galvanized steel electrical metallic tubing (EMT).
- C. Stainless steel electrical metallic tubing (EMT).
- D. Aluminum electrical metallic tubing (EMT).
- E. Rigid polyvinyl chloride (PVC) conduit.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 33.13 - Conduit for Electrical Systems.
- C. Section 27 10 00 - Structured Cabling.

**1.03 REFERENCE STANDARDS**

- A. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- B. BICSI ITSIMM - Information Technology Systems Installation Methods Manual (ITSIMM), 8th Edition; 2022.
- C. BICSI N1 - Installation Practices for Telecommunications and ICT Cabling and Related Cabling Infrastructure, 1st Edition; 2019.
- D. BICSI TDMM - Telecommunications Distribution Methods Manual, 15th Edition; 2024.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- F. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. TIA-568.0 - Generic Telecommunications Cabling for Customer Premises; 2020e.
- J. TIA-569 - Telecommunications Pathways and Spaces; 2019e, with Addendum (2022).
- K. UL 360 - Liquid-Tight Flexible Metal Conduit; Current Edition, Including All Revisions.

- L. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.
- M. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- N. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- O. UL 797A - Electrical Metallic Tubing - Aluminum and Stainless Steel; Current Edition, Including All Revisions.
- P. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

#### **1.05 QUALITY ASSURANCE**

- A. Documents at Project Site: Maintain at project site one copy of manufacturer's instructions and shop drawings.

### **PART 2 PRODUCTS**

#### **2.01 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, TIA-569, BICSI ITSIMM, BICSI TDMM, manufacturers' instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
  - 1. Exterior, Direct-Buried: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), PVC-coated galvanized steel rigid metal conduit (RMC), galvanized steel electrical metallic tubing (EMT), stainless steel electrical metallic tubing (EMT), rigid PVC conduit, reinforced thermosetting resin conduit (RTRC), or high-density polyethylene (HDPE) conduit.
- D. Embedded Within Concrete:
  - 1. Within Slab on Grade: Use galvanized steel electrical metallic tubing (EMT) or aluminum electrical metallic tubing (EMT). Embed within structural slabs only where approved by Structural Engineer.
  - 2. Within Slab Above Ground: Use galvanized steel rigid metal conduit (RMC), galvanized steel electrical metallic tubing (EMT), or aluminum electrical metallic tubing (EMT). Embed within structural slabs only where approved by Structural Engineer.

3. Within Concrete Walls Above Ground: Use galvanized steel electrical metallic tubing (EMT) or aluminum electrical metallic tubing (EMT).
4. Where aluminum rigid metal conduit (RMC) and aluminum electrical metallic tubing (EMT) is installed in concrete, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection.
- E. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).
- F. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit (RMC), galvanized steel electrical metallic tubing (EMT), or aluminum electrical metallic tubing (EMT).
- G. Concealed Above Accessible Ceilings: Use galvanized steel electrical metallic tubing (EMT), aluminum electrical metallic tubing (EMT), or inside-plant flexible nonmetallic communications raceway/innerduct.
- H. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel electrical metallic tubing (EMT), stainless steel electrical metallic tubing (EMT), or aluminum electrical metallic tubing (EMT).
- I. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel electrical metallic tubing (EMT) or stainless steel electrical metallic tubing (EMT).

## **2.02 CONDUIT - GENERAL REQUIREMENTS**

- A. Comply with NFPA 70 and TIA-569.
- B. Provide conduit, fittings, supports, and accessories required for complete communications pathway.
- C. Provide products listed, classified, and labeled as suitable for purpose intended.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
  1. Communications Outlet Box: 1-1/4-inch 1.38 inch (35 mm) trade size.
  2. Continuous Conduit Homerun Serving One Communications Outlet Box: 1-1/4-inch 1.38 inch (35 mm) trade size.
- E. Where conduit size is not indicated, size to comply with NFPA 70, TIA-569, BICSI TDMM, and MSU Standards & Guidelines for Telecommunications Wiring & Installation, but not less than 1 1/4". Where specified standards differ, comply with most stringent.

## **2.03 FLEXIBLE METAL CONDUIT (FMC)**

- A. Is expressly prohibited from use.

**2.04 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use compression/gland or set-screw type.
    - a. Do not use indenter type connectors and couplings.
  - 4. Conduit Bodies: Use only conduit bodies specifically designed for communications cabling. Standard conduit bodies designed for electrical raceways are not permitted.
    - a. Comply with TIA-568.0 minimum bend radius requirements for fiber optic cables.

**2.05 STAINLESS STEEL ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT stainless steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797A.
- B. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use stainless steel with corrosion resistance equivalent to conduit.
  - 3. Connectors and Couplings: Use compression/gland or set-screw type.
  - 4. Conduit Bodies: Standard conduit bodies designed for electrical raceways are not permitted.

**2.06 ALUMINUM ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT aluminum electrical metallic tubing listed and labeled as complying with UL 797A.
- B. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B; listed for use with aluminum EMT.
  - 2. Material: Use aluminum.
  - 3. Connectors and Couplings: Use compression/gland or set-screw type.
    - a. Do not use indenter type connectors and couplings.

4. Conduit Bodies: Use only conduit bodies specifically designed for communications cabling. Standard conduit bodies designed for electrical raceways are not permitted.
  - a. Comply with TIA-568.0 minimum bend radius requirements for fiber optic cables.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1, BICSI ITSIMM, and BICSI N1.
- C. Galvanized Steel Electrical Metallic Tubing (EMT): Install in accordance with NECA 101.
- D. Conduit Routing:
  1. Unless dimensioned, conduit routing indicated is diagrammatic.
  2. When conduit destination is indicated without specific routing, determine exact routing required.
  3. Conduits in the following areas may be exposed, unless otherwise indicated:
    - a. Electrical rooms.
    - b. Communications rooms.
    - c. Mechanical equipment rooms.
    - d. Within joists in areas with no ceiling.
  4. Unless otherwise approved, do not route exposed conduits:
    - a. Across floors.
    - b. Across top of parapet walls.
    - c. Across building exterior surfaces.
  5. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
  6. Arrange conduit to maintain adequate headroom, clearances, and access.

7. Arrange conduit to provide no more than equivalent of two 90-degree bend(s) between pull points.
8. Arrange conduit to provide no more than 100 feet (3048 cm) between pull points.
9. Arrange conduit to provide minimum bend radii in accordance with BICSI TDMM.
10. Route conduits above water and drain piping where possible.
11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
12. Maintain recommended separation from sources of EMI greater than 5 kVA in accordance with BICSI ITSIMM and BICSI TDMM.
13. Maintain minimum clearance of 6 inches (152.4 mm) between conduits and piping for other systems.
14. Maintain minimum clearance of 12 inches (304.8 mm) between conduits and hot surfaces. This includes, but is not limited to:
  - a. Heaters.
  - b. Hot water piping.
  - c. Flues.

E. Conduit Support:

1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction.
2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
4. Use conduit strap to support single surface-mounted conduit.
  - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
5. Use metal channel/strut with accessory conduit clamps to support multiple, parallel, surface-mounted conduits.
6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
7. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with most stringent requirements.

## F. Connections and Terminations:

1. Use suitable adapters where required to transition from one type of conduit to another.
2. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect cables.
3. Secure joints and connections to provide mechanical strength and electrical continuity.

## G. Penetrations:

1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves and/or slots for penetrations as indicated or as required to facilitate installation.
4. Conceal bends for conduit risers emerging above ground.
5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
7. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 07 84 00.

## H. Underground Installation:

## 1. Minimum Cover, Unless Otherwise Indicated or Required:

- a. Underground, Exterior: 18 inches (457.2 mm).

## I. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed cables or connected equipment. This includes, but is not limited to:

1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where conduits are subject to earth movement by settlement or frost.

## J. Conduit Sealing:

1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
  - a. Where conduits enter building from outside.
  - b. Where service conduits enter building from underground distribution system.

- c. Where conduits enter building from underground.
- d. Where conduits may transport moisture to contact live parts.

2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:

- a. Where conduits pass from outdoors into conditioned interior spaces.
- b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

K. Provide grounding and bonding.

### **3.03 FIELD QUALITY CONTROL**

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- B. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.
- C. Correct deficiencies and replace damaged or defective conduits.

### **3.04 CLEANING**

- A. Clean interior of conduits to remove moisture and foreign matter.

### **3.05 PROTECTION**

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of cables.

**END OF SECTION 270533.13**

**SECTION 271000**  
**STRUCTURED CABLING - COMMSCOPE SYSTIMAX/UNIPRISE**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Copper Cable and Terminations:
  - 1. Copper twisted pair cables.
  - 2. Modular jacks.
  - 3. Copper twisted pair patch cords.
  - 4. Copper twisted pair ceiling connector assemblies.
- B. Communications Equipment Room Fittings:
  - 1. Copper panels.
  - 2. Equipment racks.
  - 3. Horizontal/vertical cable managers.
- C. Communications faceplates.

**1.02 RELATED REQUIREMENTS**

- A. [MSU Standards & Guidelines for Telecommunications Wiring & Installation](#)

**1.03 ABBREVIATIONS AND ACRONYMS**

- A. P/N: Part number; manufacturer's material identification number.
- B. RU: Rack unit; 1-3/4 inches (44 mm) of rack height.

**1.04 REFERENCE STANDARDS**

- A. BICSI N1 - Installation Practices for Telecommunications and ICT Cabling and Related Cabling Infrastructure, 1st Edition; 2019.
- B. EIA/ECA-310 - Cabinets, Racks, Panels, and Associated Equipment; 2005e.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. TIA-568 (SET) - Commercial Building Telecommunications Cabling Standard Set; 2024.
- E. TIA-568.2 - Balanced Twisted-Pair Telecommunications Cabling and Components Standards; 2018d, with Addenda (2020).
- F. TIA-568.3 - Optical Fiber Cabling and Components Standard; 2022e.

- G. TIA-569 - Telecommunications Pathways and Spaces; 2019e, with Addendum (2022).
- H. TIA-607 - Telecommunications Bonding and Grounding (Earthing) for Customer Premises; 2024e.
- I. UL 94 - Tests for Flammability of Plastic Materials for Parts in Devices and Appliances; Current Edition, Including All Revisions.
- J. UL 444 - Communications Cables; Current Edition, Including All Revisions.
- K. UL 514C - Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers; Current Edition, Including All Revisions.
- L. UL 1651 - Fiber Optic Cable; Current Edition, Including All Revisions.
- M. UL 1863 - Communications-Circuit Accessories; Current Edition, Including All Revisions.
- N. UL 2416 - Audio/Video, Information and Communication Technology Equipment Cabinet, Enclosure and Rack Systems; Current Edition, Including All Revisions.
- O. [MSU Standards & Guidelines for Telecommunications Wiring & Installation](#)

## 1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate work to avoid placement of other utilities or obstructions within spaces dedicated for communications equipment.
  - 2. Coordinate arrangement of communications equipment with dimensions and clearance requirements of actual equipment to be installed.
  - 3. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

## 1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and operation of product.
- D. Field Quality Control Submittals: Documentation of cable testing results and corrective actions taken.
- E. Commscope's Uniprise qualification statement.

## 1.07 CORNING'S LANSCAPE NPI-PARTICIPANT QUALIFICATION STATEMENT.

- A. Installer's qualification statement for both Commscope Uniprise and Corning LANscape.

- B. Executed warranty.
- C. Project Record Documents: Indicate actual locations of system components and cable routing.

## **1.08 QUALITY ASSURANCE**

- A. Installer Qualifications:
  - 1. Company with at least 3 years experience in installation and testing of structured cabling.
  - 2. Corning Authorized Partner - LANscape NPI-Participant.
  - 3. Commscope Authorized Partner - Uniprise Equipment Level.
- B. Documents at Project Site: Maintain at project site one copy of manufacturer's instructions and shop drawings.

## **1.09 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## **1.10 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions before, during, and after installation.

## **1.11 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Extended Network Infrastructure System Warranty:
  - 1. Provide 25-year manufacturer warranty for passive structured cabling system components.
  - 2. Comply with manufacturer's requirements for warranty validation including, but not limited to:
    - a. Use only products from manufacturer's approved end-to-end solution.
    - b. Obtain products from manufacturer's authorized supplier.
    - c. Install products in accordance with manufacturer's instructions.
    - d. Perform testing and submit test reports required by manufacturer.
    - e. Complete warranty documentation in Owner's name and register with manufacturer within required time period.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Basis of Design: CommScope, Inc; UNIPRISE; [www.commscope.com/#sle](http://www.commscope.com/#sle).

B. Substitutions: Not permitted.

## 2.02 STRUCTURED CABLING SYSTEM - GENERAL REQUIREMENTS

A. Comply with the following:

1. TIA-568 (SET).
2. TIA-569.
3. TIA-607.
4. NFPA 70.
5. Requirements of authorities having jurisdiction.
6. Applicable local codes.

## 2.03 COPPER CABLE AND TERMINATIONS

A. Copper Twisted-Pair Cables:

1. Comply with TIA-568.2; listed as complying with UL 444.
2. Cable Applications:
  - a. Plenum Applications: Use listed NFPA 70 Type CMP plenum cable.
  - b. Riser Applications: Use listed NFPA 70 Type CMR riser cable or Type CMP plenum cable.
  - c. General Purpose Applications: Use listed NFPA 70 Type CM/CMG general purpose cable, Type CMR riser cable, or Type CMP plenum cable.
3. Products:

**PART NUMBERS SPECIFIED ARE FOR BOXES OR REELS WITH 1,000-FOOT 333.55 YARD (305 METER) CABLE LENGTH UNLESS OTHERWISE INDICATED.**

## 3.01 UNIPRISE CS44 SERIES CATEGORY 6A U/UTP CABLE, NONPLENUM CMR RATED, 4-PAIR, 23 AWG; CS44R SERIES.

A. Cable Jacket Color - Network: Gray (GRY), P/N UN884019314/10.

- a. UNIPRISE CS44 Series Category 6A U/UTP Cable, plenum CMP rated, 4-pair, 23 AWG; CS44P Series.

B. Cable Jacket Color - Network: Gray (GRY), P/N UN874044414/10.

C. Modular Jacks:

1. Description: RJ-45, nonkeyed, 8-position modular jacks with insulation displacement connectors (IDC); high-impact thermoplastic housing.

2. Comply with TIA-568.2, match cable; UL 1863 listed.
3. Color code for both T568A and T568B wiring configurations.
4. Plug Insertion Life: 750 times, minimum.
5. Flammability: Comply with UL 94.
6. Products:
  - a. UNIPRISE USL10G Series Category 6A U/UTP Modular Jacks, SL opening, with dust cover.

D. Color - Network: Almond, P/N 760241149.

E. Copper Twisted Pair Patch Cords:

1. Description: Factory-fabricated, 4-pair cable assemblies with RJ45, 8-position modular jacks terminated at each end; length as indicated or as required.
2. Comply with TIA-568.2.
3. Wiring: T568B.
4. Plug Insertion Life: 750 times, minimum.
5. Flammability: Comply with UL 94.
6. Patch Cords for Patch Panels:
7. Products:

**PART NUMBERS SPECIFIED INCLUDE "XXX" IN PLACE OF LENGTH.**

#### **4.01 UNIPRISE ULTRA 10 UNC10G SERIES CATEGORY 6A U/UTP PATCH CORD, SNAGLESS.**

A. Cable Jacket Color - Network: Gray, P/N UC1AAA2-0CFXXX.

#### **4.02 COMMUNICATIONS FACEPLATES**

- A. Listed as complying with UL 514C.
- B. Compatible with specified modular jacks/inserts.
- C. Provide blank inserts/dust covers for unused ports.
- D. Faceplate Material/Finish - Flush-Mounted Outlets: Match power wiring device and faceplate finishes specified on drawings.

E. Products:

1. CommScope NETCONNECT SL Series Single-Gang Thermoplastic Faceplates, with openings for SL Series modular jacks and provisions for labels.

- a. Single-gang, 2 ports, thermoplastic, light almond, label; P/N 2111009-1.
- b. Single-gang, 4 ports, thermoplastic, light almond, label; P/N 2111011-1.
- c. Single-gang, 6 ports, thermoplastic, almond, label; P/N 2111025-1

- 2. CommScope M Series Surface Mount Boxes, thermoplastic, with openings for M Series modular jacks.
  - a. 2 ports, thermoplastic, white; Model SMB-2P-266; P/N 760248527
- 3. CommScope SL Series CAT6A inserts, thermoplastic.
  - a. a. Light almond; Model USL10G-L.AG; P/N 760241137
- 4. CommScope SL Series blanking inserts, thermoplastic.
  - a. Light almond; P/N 1116407-1

**END OF SECTION 271000**

**SECTION 275313**  
**CLOCK SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. IP Network clocks and accessories:
  - 1. Power over Ethernet (PoE) network indicating clocks.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 33.13 - Conduit for Electrical Systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 27 10 00 - Structured Cabling: Network cables for clock system IP network connections.

**1.03 REFERENCE STANDARDS**

- A. IEEE 802.3 - IEEE Standard for Ethernet; 2022 (Corrigendum 2024).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of clocks with potential conflicts and/or view obstructions installed under other sections or by others.
  - 2. Coordinate the work with other installers to provide power for clocks and equipment at required locations.
  - 3. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each system component. Include ratings, configurations, standard wiring diagrams, dimensions, finishes, service condition requirements, and installed features.

- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and operation of product.

## **1.06 QUALITY ASSURANCE**

- A. Comply with the following:
  - 1. NFPA 70.
  - 2. Applicable TIA/EIA standards.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.
- B. Store products in manufacturer's unopened packaging, keep dry and protect from damage until ready for installation.

## **1.08 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

# **PART 2 PRODUCTS**

## **2.01 CLOCK SYSTEM REQUIREMENTS**

- A. Provide new clock system consisting of all required equipment, conduit, boxes, wiring, connectors, hardware, supports, accessories, software, system programming, etc. as necessary for a complete operating system that provides the functional intent indicated.

## **2.02 IP NETWORK CLOCKS**

- A. Power Over Ethernet (PoE) Network Indicating Clocks:
  - 1. IP Closcks are provided by the MSU UIT department.

# **PART 3 EXECUTION**

## **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that characteristics of system components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive system components.

D. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Wiring Method for NFPA 70 Class 2 and Class 3 Circuits: Unless otherwise indicated, use cables (not in conduit), where permitted by code.
  - 1. Use suitable listed cables in wet locations, including underground raceways.
  - 2. Use suitable listed cables for vertical riser applications.
  - 3. Use listed plenum rated cables in spaces used for environmental air.
  - 4. Conduit: Comply with Section 26 05 33.13.
  - 5. Conceal all cables unless specifically indicated to be exposed.
  - 6. Route exposed cables parallel or perpendicular to building structural members and surfaces.
  - 7. Do not exceed manufacturer's recommended maximum cable length between components.
- D. Provide grounding and bonding in accordance with Section 26 05 26.
- E. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- F. Identify system wiring and components in accordance with Section 26 05 53.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Prepare and start system in accordance with manufacturer's instructions.
- C. Program system parameters according to requirements of Owner.
- D. Correct defective work, adjust for proper operation, and retest until entire system complies with Contract Documents.
- E. Submit detailed reports indicating inspection and testing results and corrective actions taken.

### **3.04 PROTECTION**

- A. Protect installed system components from subsequent construction operations.

**END OF SECTION 275313**

**SECTION 284600**  
**FIRE DETECTION AND ALARM**

**PART 2 PRODUCTS****1.01 REFERENCE STANDARDS**

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- B. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- D. NECA 305 - Standard for Fire Alarm System Job Practices; 2018.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. NFPA 72 - National Fire Alarm and Signaling Code; Most Recent Edition Cited by Referring Code or Reference Standard.
- G. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.

**1.02 FIRE ALARM SYSTEM**

## A. General Requirements:

1. Provide modifications and extensions to existing fire alarm system complying with NFPA 70, NFPA 72, NFPA 90A, and consisting of required equipment, conduit, cabinets, outlet boxes, wiring, connectors, hardware, supports, accessories, components, software, and system programming as necessary for complete operating system that provides functional intent indicated.
2. Comply with the following; where requirements conflict, order of precedence of requirements is as listed:
  - a. 36 CFR 1191 and ADA Standards.
  - b. Requirements of Montana State University Fire Marshal - Chris Salter.
  - c. Applicable local codes.
  - d. Contract Documents.
  - e. NFPA 72; "should" is mandatory; where conflicts between requirements require deviation, identify deviations clearly on design documents.
3. Fire Alarm System Products:
  - a. Listed, classified, and labeled as suitable for purpose intended.

**PART 3 EXECUTION****2.01 ASSESSMENT**

- A. Prior to the beginning of work, fire alarm system shall be tested. Any components determined to be faulty or malfunctioning shall be identified at this time.
- B. Faulty or malfunctioning components shall be replaced in kind.

**2.02 REMOVAL AND STORAGE**

- A. Remove all fire alarm system components in work areas.
- B. Store removed components in a secure, weatherproof location for the duration of remodel work.

**2.03 EXAMINATION**

- A. Verify that mounting surfaces are ready to accept components and equipment, with suitable support frames and anchors installed where required.
- B. Verify ratings, configurations, and characteristics of system components.
- C. Verify rough-ins for field connections.
- D. Verify that work likely to damage fire alarm system has been completed.
- E. Verify that interior of building has been protected from weather.
- F. Perform preinstallation tests and inspections per manufacturer's instructions and in accordance with NECA 305.
- G. Verify that system bonding is in accordance with Section 26 05 26.
- H. Do not energize system until deficiencies have been corrected.
- I. Verify that branch circuit wiring installation is completed, tested, and ready for connection to fire alarm system. Overcurrent protection ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.

**2.04 PREPARATION**

- A. Prior to installation, confirm environment of installation area is clean, and with ambient temperature, humidity, and ventilation requirements are per manufacturer's written instructions.
  1. Clean and vacuum in accordance with manufacturer's written instructions. Confirm equipment ventilation holes are absent of obstructions and free for air flow.
  2. Clean pathways thoroughly to remove foreign materials before installing conductors and cables.
  3. Clean dirt, debris, plaster, and other foreign materials from equipment enclosures, cabinets, and outlet boxes.

4. Clean surfaces to receive adhesive products according to manufacturer's instructions.
- B. Follow tool requirements for installation, including torquing adjustments, as listed in manufacturer documentation.
- C. Remove detector dust covers prior to system energization.

## **2.05 RE-INSTALLATION**

- A. Re-install all removed components to their original locations in accordance with the following:
  1. Manufacturer's instructions, applicable codes, and Contract Documents.
  2. NECA 1.
  3. NECA 305.
  4. NFPA 72.
  5. NFPA 70; including requirements for mechanical execution of work.
- B. Troubleshooting and Installer Checks:
  1. Field test connectivity periodically during installation process to avoid unexpected troubleshooting.
  2. Check system operation for notification, FACU functions, circuit supervision, alarm initiating devices, supervisory initiating devices, dress panels/doors/covers, and programming before performing field tests.
- C. Fire Alarm System Tests:
  1. Perform required tests of NFPA 72. Record measured values during operational checks.
  2. Confirm functional testing of fire alarm system is as indicated in Contract Documents.

## **2.06 INSPECTION AND TESTING FOR COMPLETION**

- A. Notify Owner 7 days prior to beginning completion inspections and tests.
- B. Notify AHJ and comply with their requirements for scheduling inspections and tests and for observation by their personnel.
- C. Provide services of installer's supervisor or person with equivalent qualifications to supervise inspection and testing, correction, and adjustments.
- D. Prepare for testing by ensuring that work is complete and correct; perform preliminary tests as required.
- E. Provide tools, software, and supplies required to accomplish inspection, testing, and document results.

- F. Perform inspection and testing in accordance with NFPA 72 and requirements of AHJ; document each inspection and test.
- G. Correct defective work, adjust for operation, and retest until entire system complies with Contract Documents.

## **2.07 CLOSEOUT ACTIVITIES**

- A. Closeout Demonstration: Demonstrate operation of all functions to Owner.
  - 1. Be prepared to conduct any of required tests.
  - 2. Have minimum one copy of operation and maintenance data, preliminary copy of project record drawings, input/output matrix, and operator instruction chart(s) available during demonstration.
  - 3. Have authorized technical representative of FACU manufacturer present during demonstration.
  - 4. Demonstration may be combined with inspection and testing required by AHJ; notify AHJ with enough time to schedule demonstration.
  - 5. Repeat demonstration until successful.

**END OF SECTION 284600**

# MONTANA STATE UNIVERSITY – BOZEMAN

## ASBESTOS ABATEMENT PROCEDURES

## ASBESTOS HAZARD RISK MANAGEMENT

### I. Scope

This plan provides a description of the minimum requirements for the removal (abatement) of asbestos containing building materials for Montana State University (MSU), Bozeman. This document provides general guidelines and regulatory references to be followed and fully complied with during work involving greater than 10-square feet of asbestos containing building material (ACBM) or 3-linear feet of thermal system insulation (TSI) material containing asbestos. ACBM is defined as a material containing greater than 1% asbestos mineral.

### II. Purpose

The purpose of this document is to create and communicate a uniform expectation for the management of asbestos and its associated risks on the MSU Bozeman campus. It outlines the mechanisms to protect the occupants of our buildings, our staff and faculty, the general public, and the environment from asbestos fiber release as well as to ensure regulatory compliance.

The document is intended to communicate minimum expectations both to internal abatement staff as well as contractors who may perform abatement work on campus.

### III. Definitions

Definitions related to asbestos work and asbestos hazard control are taken from the following references:

- 40 CFR 61 Subpart A & M;
- 29 CFR 1926.1101;
- 29 CFR 1910.1001; and
- MDEQ Asbestos Control Act (Current Regulation).

Note: In some cases, extra detail or clarification has been added to the regulatory definition. At all times the regulatory definition is the minimum standard and this document may prescribe best business practices that exceed requirements.

**Asbestos Containing Building Material (ACBM):** Any building component determined to contain 1% or greater of asbestos mineral as specified in 40 CFR 61 Subpart M (EPA) (MDEQ), 29 CFR 1926.1101 and 29 CFR 1910.1001 (OSHA).

**Background:** Pre-construction fiber results either by Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) collected in proximity to the work space and to be used for determination of existing conditions where concern exists that fiber concentrations are above the accepted industry clearance level of 0.010 f/cc (PCM) or 70 structures/mm<sup>2</sup> (TEM).

**Friable ACBM:** Any ACBM that can be crushed to powder by hand or that may be crushed to powder in the course of the construction activity. All materials mechanically disturbed and significantly crushed on campus are assumed to have the potential for friability and are to be handled as such.

***Negative Pressure Enclosure:*** An enclosure of the work area constructed of wood or poly (plastic). . All enclosures are to be constructed with HEPA (High Efficiency Particulate Air) filtered ventilation to provide a negative pressure differential with adjacent areas equal to or greater than 0.020 inches of H<sub>2</sub>O column as measured by a logging manometer. At a minimum, the HEPA filtered ventilation is to provide four (4) air changes per hour. In effect, a negative pressure enclosure ensures asbestos fibers do not escape during entry, work, or exit – fibers are captured in filters. All surfaces not to be impacted by the work are to be isolated from the work by the enclosure or have the ability to be cleaned within the enclosure to ensure they are free of dust and fibers related to the work.

***Decontamination Unit:*** A two or three room attachment to the containment used for ensuring that the workers have a space to don Personal Protective Equipment on the entry and decontaminate clothing and tools prior to exit from work area. Decontamination rooms are separated by plastic flaps and are kept under negative pressure during the work. A shower is used during friable removal to ensure workers wash themselves prior to exit.

#### **IV. Friable Asbestos Material Indoors and Outdoors**

All abatement of friable material is to be performed inside a fully isolated negative pressure enclosure with a minimum of 0.020 inches of H<sub>2</sub>O column negative pressure differential with the adjacent space and a minimum of four (4) air changes per hour maintained throughout the work. Attached to the enclosure is to be a fully functional three (3) stage decontamination unit to be used for entry and exit from the enclosure during work. Logging manometer is required for verification and documentation.

Specifically:

- Proper notification to the MDEQ regarding performance of project (annual permit included);
- Notification to an industrial hygienist regarding clearance sampling when project is initially scheduled, in order to provide assurance that samples can be taken without negative impact to project schedule;
- Isolation poly barrier (Critical barriers) to isolate the work area from adjacent areas;
- Two layers of poly for all critical barrier locations;
- All ventilation and openings inside the work area must be sealed with plastic. These areas are called “Critical barriers” in the abatement industry;
- Isolation of all surfaces from the work area that are not impacted or thorough cleaning of these surfaces to meet visual clearance criteria;
- A pre-work containment check by an industrial hygienist is preferred for all jobs and may be required depending upon scope, level of hazard and associated risk as determined by MSU project lead;
- Wet methods are to be used for removal as required by EPA and MDEQ regulations;
- Disposal is to be made of all Asbestos containing material (ACM) according to EPA and MDEQ requirements for wetting, bagging, labeling and manifesting;
- Compliance with air monitoring and worker protection standards is required per OSHA regulations;
- All removal of debris and equipment is to be performed through the negative pressure enclosure entry/access point using appropriate decontamination techniques and work practices;
- All enclosures are to be visually and analytically cleared (air clearance sampling) according to MDEQ requirements using either PCM or TEM analytical techniques; and
- All other requirements of federal, state, and local regulations are to be followed for friable removal.

## **V. Non-Friable Asbestos Material Inside**

MSU has extensive non-friable abatement needs related to asbestos containing resilient floor tile, associated mastics, and cement asbestos materials. These materials are routinely handled in a non-friable fashion and have a reduced hazard of asbestos fiber generation. However, MSU must maintain a high standard of worker protection and building stewardship through all construction work. Thus all work is to be performed in a negative pressure enclosure with a minimum of 0.020 inches of water column negative pressure in relation to adjacent areas and with a HEPA filtered ventilation providing at a minimum four air changes per hour. Logging manometer use is required.

Specifically:

- Determination of method of removal and evaluation of breakage percentage;
- Mechanical removal methods are to be considered friable and thus comply with above friable requirements;
- Single layer (critical) barriers for isolation of work area and surfaces;
- Minimum of a two stage decontamination for HEPA vacuum of equipment and workers and disposal of coveralls and cleaning of PPE;
- Disposal of all materials in asbestos waste bags sealed and secured at all times—manifest of all disposal of material. Materials cannot be mixed with standard construction waste stream;
- All removal of waste debris and equipment is to be performed through controlled access points of the decontamination unit or “load out” access through the containment. All bags and equipment must be removed using appropriate decontamination techniques ;
- Pass of at a minimum visual clearance of work area—depending upon Work Control requirements air clearance may be required; and
- Where non friable material becomes friable air clearances and hygienist visual clearance is required. Hygienist is to be notified prior to start of work to ensure schedule is maintained.

## **VI. Wall Component Systems—Composite Analysis Less Than 1% Asbestos**

Various locations on campus have drywall systems with joint compound/drywall mud that has been identified as containing varying amounts of asbestos mineral.

Thus all work impacting an area of wall greater than 10 square feet is to comply with OSHA requirements and to ensure the protection of occupants these wall systems are to be demolished as asbestos containing friable material. All applicable requirements for OSHA and above (friable material) are to be met or exceeded.

Specifically:

- Determination of method of removal and evaluation of breakage percentage;
- Mechanical removal methods are to be considered friable and thus comply with above friable requirements;
- Single layer (critical) barriers for isolation of work area and surfaces;
- Minimum of a three stage decontamination for HEPA vacuum of equipment and workers and disposal of coveralls and cleaning of PPE;
- Disposal of all materials in asbestos waste bags sealed and secured at all times—manifest of all disposal of material;
- All load out of debris and equipment is to be performed through controlled access points under negative pressure and using appropriate decontamination techniques and work practices; and

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Minimum Requirements for Campus Asbestos Risk Management

- Pass of a visual & Air clearance of work area—depending upon Work Control requirements TEM air clearance may be required.

Note: The Trades Supervisor and/or Project Manager can work with an industrial hygienist to adjust these requirements to suit work areas and to manage risk on a case-by-case basis.

Small impacts to the compound (less than 10ft<sup>2</sup>) are to be performed using HEPA vacuum attendance and wet methods to ensure no dust generation and capture of the debris at the point of impact.

## **VII. Non-Friable Asbestos Materials---Outside**

Non-friable roofing materials, siding materials, cement asbestos pipe, and paper are found on MSU-Bozeman campus and frequently require abatement. MSU recognizes that these materials are routinely handled without becoming friable and expects that all such materials are impacted by the contractor in a fashion to ensure non-friable removal. Where impact is required the following minimum steps are to be taken.

Specifically:

- Remove with methods preventing dust generation;
- When sawing/cutting/grinding/drilling keep material wet at all times and attend with HEPA vacuum to capture all dust;
- Collect material and appropriately bag, label, and manifest for disposal;
- CONTROL all material and ensure no debris escapes from work area;
- Critical (cover with poly) adjacent ventilation intakes, windows, or opening into occupied buildings; and
- Meet OSHA requirements for worker protection and monitoring at all times.

The compliance with regulatory requirements on the campus of MSU-Bozeman is seen as the minimum level of risk management. Compliance with the additional guidance in this document is seen as best business practice to most effectively protect people and environment and to manage risk.

MSU recognizes that each project will have specific needs and challenges. Variance from these requirements is only to be done with the approval from MSU work control or from MSU designated representatives in consult with an industrial hygienist. Variation from regulatory requirements of friable material is only allowed with written MDEQ approval and MSU written approval.

It is emphasized that MSU must maintain a visible and documented control of asbestos hazards at all times for the management of our buildings and the satisfaction of our occupants, students, faculty/staff, and administration. The cooperation of our contractors is critical to our success.

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