

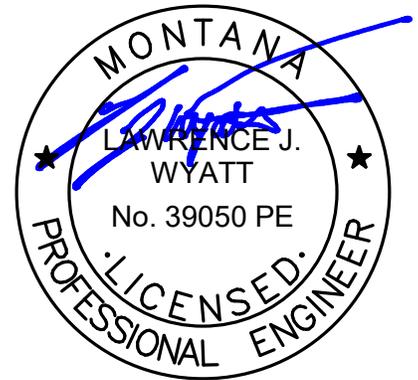
PROJECT MANUAL FOR:

AJM Johnson Data Center HVAC Upgrades (Graduate Offices Remodel)

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

2/23/2024

PPA No. 21-0184



**MONTANA
STATE UNIVERSITY**

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



524 FIRST AVENUE S
GREAT FALLS, MT 59401
PH 406.452.9558
FX 406.727.9720
WEB GPDPC.COM

TABLE OF CONTENTS

BIDDING REQUIREMENTS

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

CONTRACT DOCUMENTS

Included in this Project Manual:

State of Montana General Conditions	MSU Supplemental Conditions
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The following documents to be used for construction are not included in the printed project manual.

These MSU Forms can be downloaded from our website:

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

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

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

TECHNICAL SPECIFICATIONS

Division 1 - General Requirements	
Summary	01 1000
Price and Payment Procedures	01 2000
Substitution Procedures	01 2500
Submittals	01 3000
Project Coordination	01 3100
Quality Requirements	01 4000
Temporary Facilities	01 5000
Product Requirements	01 6000
Executions	01 7300
Waste Management	01 7320
Warranties Bonds	01 7400
Project Closeout	01 7700
Operations & Maintenance Manuals	01 7823
Project Record Documents	01 7839
Demonstrations & Training	01 7900
Selective Demolition	02 4119
Division 6 - Wood, Plastics, and Composites	
Architectural Wood Casework	06 4100

Division 9 - Finishes	
Gypsum Board Assemblies	09 2116
Acoustical Ceilings	09 5100
Resilient Flooring	09 6500
Interior Painting	09 9123
Division 12 - Furnishings	
Countertops	12 3600
Division 22 - Plumbing	
Plumbing Piping.....	22 1005
Plumbing Piping Specialties	22 1006
Plumbing Fixtures.....	22 4000
Division 23 - Heating Ventilating and Air Conditioning	
General Provisions for Mechanical Work	23 0000
Duct Insulation.....	23 0713
HVAC Ducts and Casings	23 3100
Air Duct Accessories	23 3300
Air Outlets and Inlets	23 3700
Division 26 - Electrical	
General Provisions for Electrical Work	26 0000
Power Conductors and Cables	26 0519
Hangers and Supports.....	26 0529
Raceways and Boxes	26 0533
Identification for Electrical Systems	26 0553
Wiring Devices.....	26 2726
Tel-Data Rough-in	26 7400

OWNER FURNISHED EQUIPMENT (FURNITURE) DATA SHEETS

Owner provided furniture cut-sheets for reference only. No contractor involvement required.

CONSTRUCTION DRAWINGS

G0.1 GENERAL INFORMATION

LS100 LIFE SAFETY PLAN

- I101 FLOOR PLANS
- I102 CEILING PLANS
- I103 ELEVATIONS / ENLARGED PLANS
- I104 INTERIOR DETAILS
- I105 FURNITURE LAYOUT

M0.1 : MECHANICAL LEGEND & SCHEDULES

M1.1 : BASEMENT MECHANICAL PLANS

E1.0 : BASEMENT LIGHTING PLANS

E2.0 : BASEMENT POWER AND SYSTEMS PLANS



UNIVERSITY FACILITIES MANAGEMENT

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

PERMIT NOTICE

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

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

BUILDING PERMIT

INVITATION TO BID

Sealed bids will be received until **2:00 PM** on **Thursday, April 4th, 2024**, and will be publicly opened and read aloud in the offices of **MSU University Facilities Management, Plew Building, 6th & Grant, Bozeman, Montana**, for: **AJM Johnson Data Center HVAC Upgrades (Graduate Offices Remodel), PPA No. 21-0184**.

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

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

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

A PRE-BID WALK-THROUGH IS SCHEDULED FOR Tuesday March 19, 2024, AT 3:00 PM PARTICIPANTS SHOULD MEET AT: The Plew Building. ATTENDANCE IS STRONGLY RECOMMENDED. Bidders should thoroughly review the contract documents before the pre-bid conference.

All bids with a total value equal to or greater than \$150,000.00 must be accompanied by a bid security meeting the requirements of the State of Montana in the amount of 10% of the total bid. After award, the successful bidder must furnish an approved Performance Security and a Labor & Material Payment Security each in the amount of 100% of the contract for contracts equal to or greater than \$150,000.

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

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

Time of Completion

Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project **by (August 2, 2024)**

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

State of Montana - Montana State University

INSTRUCTIONS TO BIDDERS

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
Drawings
Owner Furnished Furniture Data Sheets

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

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

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

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

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

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

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

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

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

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

**MONTANA STATE UNIVERSITY
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:

**Roz Kinney, Project Manager
Montana State University
University Facilities Management
6th and Grant, PO Box 172760
Bozeman, Montana 59717-2760
Ph: 406/994-6943; 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: **AJM Johnson Data Center HVAC Upgrades
(Graduate Offices Remodel)**
Location: **Montana State University Bozeman Campus**
MSU PPA Project Number: **21-0184**
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. All proposals with value totaling 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

Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project **by August 2, 2024.**

17.1. If liquidated damages are assessed for exceeding the completion date, they shall accrue at the rate of **One Hundred 00/100 (\$100.00) DOLLARS** per calendar day. Liquidated damages charges will be deducted from the amount due the Contractor

~END OF INSTRUCTIONS~



BID PROPOSAL

AJM Johnson Data Center HVAC Upgrades
(Graduate Offices Remodel)
PPA No. 21-0184

TO:
State of Montana, Montana State University
University Facilities Management
Attn: Contract Administrator
Plew Building, 6th & Grant, PO Box 172760
Bozeman, Montana 59717-2760

Prospective Bidders:

The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work as prepared by GPD PC, 524 1st Avenue South, Great Falls, MT 59401, 406-452-9558 by submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:

BASE BID:

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

This bidder acknowledges receipt of the following addenda:

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

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

Company Name: _____

Business Address: _____

Construction Contractor
Registration No.: _____

Phone No.: _____

Fax No.: _____

Email: _____

Date: _____

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

- The principal of a single owner firm;
- A principal of a partnership firm;
- An officer of an incorporated firm, or an agent whose signature is accompanied by a certified copy of the resolution of the Board of Directors authorizing that agent to sign; or (attach a copy of the resolution),
- Other persons signing for a single-owner firm or a partnership shall attach a power-of-attorney evidencing his authority to sign for that firm.

Signature: _____

Print Name: _____

Title: _____

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(Form Revision Date: November 2023)

ARTICLE 1 – GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1.1.4. **THE CONTRACT.** The entire Contract for Construction is formed by the Contract Documents. The Contract represents the entire, complete, and integrated agreement between the Owner and Contractor.

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

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

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

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

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

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

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

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

1.3. **CAPITALIZATION**

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

1.4. **INTERPRETATION**

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

1.5. **EXECUTION OF THE CONTRACT AND CONTRACT DOCUMENTS**

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

- 1.5.2. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- 1.5.3. The Contractor acknowledges that it has taken all reasonable actions necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, gas, electric power, phone service, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation, topography, and conditions of the ground; and, (5) the character of equipment and facilities needed for performance of the Work. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory geotechnical work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the action described and acknowledged in this paragraph will not relieve the Contractor from responsibility for properly ascertaining and estimating the difficulty and cost of successfully performing the Work or for proceeding to successfully perform the Work without additional expense to the Owner.
- 1.5.4. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner, nor does the Owner assume responsibility for any understanding reached or representation made by any of its officers, agents, or employees concerning conditions which can affect the Work unless that understanding or representation is expressly stated in the Contract Documents.
 - 1.5.4.1. Performance of any portion of the Work beyond that required for complying with the specifications and all other requirements of the Contract, shall be deemed to be for the convenience of the Contractor and shall be at the Contractor's sole expense.
 - 1.5.4.2. There shall be no increase in the contract price or time allowed for performance which is for the convenience of the Contractor.

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

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

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

ARTICLE 2 – THE OWNER

2.1. THE STATE OF MONTANA

- 2.1.1. The Owner is the State of Montana and is the sole entity to be identified as Owner in the Contract and as referred to throughout the Contract Documents as if singular in number.
- 2.1.2. Except as otherwise provided in Subparagraph 4.2.1, the Architect/Engineer does not have authority to bind the Owner. The observations and participations of the Owner or its authorized representative do not alleviate any responsibility on the part of the Contractor. The Owner reserves the right to observe the work and make comment. Any action or lack of action by the Owner shall not be construed as approval of the Contractor's performance.
- 2.1.3. The Owner reserves the right to require the Contractor, all sub-contractors and material suppliers to provide lien releases at any time. The Owner reserves the right to withhold progress payments until such lien releases are received for all work for which prior progress payments have been made. Upon the Owner's demand for lien releases (either verbally or written), the Contractor, all sub-contractors and material suppliers shall provide such releases with every subsequent application for payment through Final Acceptance of the Project.
- 2.1.4. Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 2.1.5. Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.
- 2.1.6. Unless otherwise provided in the Contract Documents, the Contractor will be furnished electronic copies of Drawings and Specifications as are reasonably necessary for execution of the Work.

2.2. OWNER'S RIGHT TO STOP WORK

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

2.3. OWNER'S RIGHT TO CARRY OUT THE WORK

- 2.3.1. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be

issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and increased costs, and compensation for the Architect/Engineer's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4. **OWNER'S RIGHT TO PERSONNEL**

- 2.4.1. The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the project with cause but without cost to the Owner. Such requests from the Owner may be made verbally or in writing and may be done directly with the Contractor or indirectly through the Architect/Engineer. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruption to the facility or others, poor management, causes delay or delays, disruption of the Project, will not strictly adhere to facility procedures and Project requirements either knowingly or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.
- 2.4.2. Any issue or circumstance relating to or resulting out of this clause shall not be construed or interpreted to be interference with or impacting upon the Contractor's responsibilities and liabilities under the Contract Documents.
- 2.4.3. Person(s) and/or personnel who do not perform in accordance with the Contract Documents, shall be deemed to have provided the Owner with cause to have such persons removed from any and all involvement in the Work.
- 2.4.4. The Contractor agrees to indemnify and hold harmless the Owner from any and all causes of action, demands, claims, damages, awards, attorneys' fees, and other costs brought against the Owner and/or Architect/Engineer by any and all person(s) or personnel as a result of actions under this clause.

ARTICLE 3 – THE CONTRACTOR

3.1. **GENERAL**

- 3.1.1. The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 3.1.2. Construction Contractor Registration: The Contractor is required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. A bidder must demonstrate that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work. If the prevailing bidder cannot or does not register in time for the Owner to execute the Contract within fifteen (15) days of the date on the notice of award, the Owner may award, at its sole discretion, to the next lowest responsible bidder who meets this requirement. The Owner will not execute a contract for construction nor issue a Notice to Proceed to a Contractor who is not registered per 39-9-401(a) MCA. It is solely the Contractor's responsibility to ensure that all Subcontractors are registered in accordance with Title 39, Chapter 9, MCA.
- 3.1.3. The Owner's engagement of the Contractor is based upon the Contractor's representations by submission of a bid to the Owner that it:
 - 3.1.3.1. has the requisite skills, judgment, capacity, expertise, and financial ability to perform the Work;
 - 3.1.3.2. is experienced in the type of labor and services the Owner is engaging the Contractor to perform;
 - 3.1.3.3. is authorized, licensed and registered to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located;

- 3.1.3.4. is qualified, willing and able to perform the labor and services for the Project in the manner and scope defined in the Contract Documents; and,
- 3.1.3.5. has the expertise and ability to provide labor and services that will meet the Owner's objectives, intent and requirements, and will comply with the requirements of all governmental, public, and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- 3.1.4. The Contractor shall perform the Work in accordance with the Contract Documents.
- 3.1.5. The Contractor shall 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 Notice to Proceed through Final Acceptance is an explicit requirement of this Contract.

- 3.3.4. The Contractor shall be responsible to the Owner for acts, damages, errors, and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 3.3.5. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4. **LABOR, WAGES, AND MATERIALS**

- 3.4.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, permits, licenses, goods, products, equipment, tools, construction equipment and machinery, water, heat, all utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 3.4.2. The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Engineer and in accordance with a Change Order. This opportunity to request substitutions does not negate or waive any requirement for the Contractor to follow a pre-bidding "prior approval" requirement nor obligate the Owner to approve any substitution request.
- 3.4.3. The Contractor shall enforce strict discipline, appropriate behavior, and good order among the Contractor's employees, subcontractors at every tier and level, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.4.4. Prevailing Wages and Montana Residents.
 - 3.4.4.1. The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)
 - 3.4.4.2. At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)
 - 3.4.4.3. Indian Employment Preference within the Boundaries of an Indian Reservation. All contractors that are awarded a state agency construction contract within the exterior boundaries of an Indian Reservation shall extend a hiring preference to qualified Indians as provided herein:
 - 3.4.4.3.1. "State agency" means a department, office, board, bureau, commission, agency, or other instrumentality of the executive or judicial branches of the government of this State. "Indian" means a person who is enrolled or who is a lineal descendent of a person enrolled in an enrollment listing of the Bureau of Indian Affairs or in the enrollment listing of a recognized Indian tribe domiciled in the United States.
 - 3.4.4.3.2. Qualified Indians – Employment Criteria: An Indian shall be qualified for employment in a permanent, temporary, or seasonal position if he or she has substantially equal qualifications for any position and resides on the reservation where the construction contract is to be performed.
 - 3.4.4.3.3. Non-Applicability: The Indian Employment Preference Policy does not apply to a project partially funded with federal-aid money from the United States Department of Transportation or when residency preference laws are specifically prohibited by federal law. It does not apply to independent contractors and their employees, student interns, elected officials, or appointed positions.
 - 3.4.4.4. The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. A copy of the Rates entitled "State of Montana, Prevailing Wage Rates" are bound herein. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work

shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.

- 3.4.4.5. The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.
- 3.4.4.6. The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.
- 3.4.4.7. It is not the responsibility of the Owner to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless the Owner from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to the Owner. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to the Owner, the Owner's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.
- 3.4.4.8. In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or "Heavy/Highway" schedules and as part of these Contract Documents.
- 3.4.4.9. The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by the Owner, whichever is later.
- 3.4.4.10. Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.
- 3.4.4.11. The contractor and all subcontractors are required by MCA 18-2-417 to make wage rate adjustments for projects with a construction duration exceeding 30 months.

3.5. **WARRANTY AND GUARANTEE**

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

commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project by the Owner. The date of Final Acceptance shall be the date of the Architect/Engineer's signature on the final request for payment unless otherwise agreed upon in writing for the entire project or any portion thereof, by the Owner, Architect/Engineer and Contractor.

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

3.6. **TAXES**

- 3.6.1. The Contractor is responsible for and shall pay all sales, consumer, use, and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 3.6.2. In compliance with 15-50-206 MCA, the Contractor will have 1% of his **gross** receipts withheld by the Owner from all payments due and sent to the Montana Department of Revenue. Each subcontractor who performs work greater than \$80,000 shall have 1% of its gross receipts withheld by the Contractor and sent to the Montana Department of Revenue. The Contractor shall notify the Department of Revenue on the Department's prescribed form.

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

- 3.7.1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract, including but not limited to, the building permit fee, electrical, plumbing, sewer connection fee and mechanical permit fee, and any required impact fees and which are legally required when bids are received or negotiations concluded.
- 3.7.2. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- 3.7.3. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations, and does so without providing notice to the Architect/Engineer and Owner, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction. The Contractor shall be solely responsible to insure that all work it performs is in full compliance with all prevailing and applicable codes and regulations.
- 3.7.4. Incident Reporting: The Contractor shall immediately notify the Owner and Architect/Engineer, both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work, including, but not limited to, union disputes, accidents, delays, damages to Work, and other significant occurrences. Such notices are in addition to any other notices required regarding claims.

3.8. **ALLOWANCES**

- 3.8.1. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.
- 3.8.2. Unless otherwise provided in the Contract Documents:
 - 3.8.2.1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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

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

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

3.9. **CONTRACTOR'S PERSONNEL**

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

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

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

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

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

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

3.10. **CONSTRUCTION SCHEDULES**

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

- 3.10.2. The Contractor shall prepare and keep current, for the Architect/Engineer's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Architect/Engineer reasonable time to review submittals.
- 3.10.3. The Contractor shall perform the Work in accordance with the most recent schedule submitted to the Owner and Architect/Engineer.
- 3.10.4. The Contractor's operations (including but not limited to the Contractor's forces employed, sequences of operations, and methods of operation) at all times during the performance of the contract shall be: (a) subject to the review of the Owner or the Architect/Engineer; and, (b) sufficient to insure the completion of the Work within the specified performance period.
- 3.10.5. The Critical Path Method Construction Schedule prepared by the Contractor must be in a form that is acceptable to both the Architect/Engineer and the Owner.
 - 3.10.5.1. The Schedule shall show the estimated progress of the entire Project through the individual time periods allowed for completion of each discipline, trade, phase, section, and aspect of the Work.
 - 3.10.5.2. The Schedule shall show percent complete, progress to date, project work, and projected time to complete the work for all activities. The percent complete and minor schedule changes, including additions of activities, change orders, construction change directives, changes to sequences of activities and significant changes in activity demands must be shown by a revised Schedule. A written report providing details about the changes and what actions are anticipated to get the work completed in the contractual time period shall be submitted with the revised schedule.
 - 3.10.5.3. The Construction Schedule shall include coordinate dates for performance of all divisions of the Work, including shipping and delivery, off-site requirements and tasks, so the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Acceptance.
 - 3.10.5.4. The Construction Schedule shall include: (i) the required commencement date, the required dates of Substantial Completion(s) and Final Acceptance for the complete Project and all phases (if any); (ii) any guideline and milestone dates required by the Owner or the Contract Documents; (iii) subcontractor and supplier schedules; (iv) a submittal schedule which allows sufficient time for review and action by the Architect/Engineer; (v) the complete sequence of all construction activities with start and completion dates; and, (vi) required decision dates.
 - 3.10.5.5. By receiving, reviewing, and/or commenting on the Construction Schedule or any portion thereof (including logic and resource loading), neither the Owner or Architect/Engineer assume any of the Contractor's responsibility or liability that the Schedule be coordinated or complete, or for timely and orderly completion of the Work.
 - 3.10.5.6. Receiving, reviewing, and/or commenting on the Schedule, any portion thereof, or any revision thereof, does not constitute an approval, acknowledgement, or acceptance of any duration, dates, milestones, or performance indicated therein.
 - 3.10.5.7. A printout of the Schedule's logic showing all activities is required with the Schedule and with all updates to the Schedule.
- 3.10.6. The Contractor shall review and compare, at a minimum on a weekly basis, the actual status of the Work against its Construction Schedule.
- 3.10.7. The Contractor shall routinely, frequently, and periodically (but not less than monthly) update and/or revise its Construction Schedule to show actual progress of the Work through the date of the update or revision, projected level of completion of each remaining activity, activities modified since the previous update or revision, and major changes in scope or logic. The updated/revised Schedule shall be accompanied by a narrative report which: (1) states and explains any modifications of the critical path, if

any, including any changes in logic; (2) defines problem areas and lists areas of anticipated delays; (3) explains the anticipated impact the change in the critical path or problems and delays will have on the entire Schedule and the completion of the Work; (4) provides corrective action taken or proposed; and, (5) states how problems or delays will be resolved in order to deliver the Work by the required phasing milestones (if any), Substantial Completion(s), and Final Acceptance dates.

- 3.10.8. Delay in Performance: If at any time the Contractor anticipates that performance of the Work will be delayed or has been delayed, the Contractor shall: (1) immediately notify the Architect/Engineer by separate and distinct correspondence of the probable cause and effect of the delay, and possible alternatives to minimize the delay; and, (2) take all corrective action reasonably necessary to deliver the Work by the required dates. Nothing in this paragraph or the Contract Documents shall be construed by the Contractor as a granting by the Architect/Engineer or Owner of constructive acceleration. The results of failure to anticipate delays, or to timely notify the Owner and Architect/Engineer of an anticipated or real delay, are entirely the responsibility of the Contractor whether compensable or not.
- 3.10.9. Early Completion: The Contractor may attempt to achieve Substantial Completion(s) on or before the date(s) required in the Contract. However, such early completion shall be for the Contractor's sole convenience and shall not create any real or implied additional rights to Contractor or impose any additional obligations on the Owner or Architect/Engineer. The Owner will not be liable for nor pay any additional compensation of any kind to the Contractor for achieving Substantial Completion(s) or Final Acceptance prior to the required dates as set forth in the Contract. The Owner will not be liable for nor pay any additional compensation of any kind should there be any cause whatsoever that the Contractor is not able to achieve Substantial Completion(s) earlier than the contractually required dates of Substantial Completion(s) or Final Acceptance.
- 3.10.10. Float in Schedule. Any and all float time in the Contractor's schedule, regardless of the path or activity, shall accrue to the benefit of the Owner and the Work, and not to the Contractor. Float also includes any difference shown between any early completion dates shown on the Contractor's Schedule for any phasing milestone(s), Substantial Completion(s) or Final Acceptance and the dates or durations as required by the Contract Documents.
- 3.10.11. Modification of Required Substantial Completion(s) or Final Acceptance Dates: Modification of the required dates shall be accomplished only by duly authorized, accepted, and approved change orders stating the new date(s) with specificity on the change order form. All rights, duties, and obligations, including but not limited to the Contractor's liability for actual, delay, and/or liquidated damages, shall be determined in relation to the date(s) as modified.

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

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

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

3.12.1. Definitions:

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

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

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

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

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

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

3.12.5. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer. Should the Contractor, Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

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

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

- 3.12.8. The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect/Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect/Engineer. The Owner and the Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect/Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this subparagraph, the Architect/Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents but shall be responsible and held liable for review and verification of all performance or design criteria as required by Paragraph 3.2.
- 3.12.9. Unless noted otherwise in the Contract Documents, the Contractor shall submit to the Architect/Engineer within sixty (60) days from the date of the Notice To Proceed 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 bare all costs and delays (including and costs of delay) for any damage, endangerment, compromise, or destruction of any part of the Project or site.

3.14. **CUTTING AND PATCHING**

- 3.14.1. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 3.14.2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15. **CLEAN UP AND SITE CONTROL**

- 3.15.1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract during performance of the Work and at the direction of the Owner or Architect/Engineer. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- 3.15.2. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16. **ACCESS TO WORK**

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

3.17. **ROYALTIES, PATENTS AND COPYRIGHTS**

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

3.18. **INDEMNIFICATION**

- 3.18.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and the Owner against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys' fees), and losses from any cause whatever (including patent, trademark and copyright infringement) except the Owner's sole or partial negligence. This includes any suits, claims, actions, losses, costs, damages of any kind, including the State and Owner's legal expenses, arising out of, in connection with, or incidental to the Contract, but does not include any such suits, claims, actions, losses, costs or damages which are the result of the negligent acts, actions, losses, costs, or damages which are acts, omissions or misconduct of the Owner if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of the Contractor in whole or in part.
- 3.18.2. In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts

they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.1. THE ARCHITECT/ENGINEER

- 4.1.1. The Architect/Engineer is the person lawfully licensed to practice or an entity lawfully practicing identified as such in the Agreement with the Owner and is referred to throughout the Contract Documents as if singular in number. The term "Architect/Engineer" means the Architect/Engineer's duly authorized representative.
- 4.1.2. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner.
- 4.1.3. If the employment of the Architect/Engineer is terminated, the Owner shall employ a new Architect/Engineer at the sole choice and discretion of the Owner, whose status under the Contract Documents shall be that of the former Architect/Engineer.

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

- 4.2.1. The Architect/Engineer will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative throughout the complete duration of the Project, including the warranty period. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with the Architect/Engineer Contract.
- 4.2.2. The Architect/Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations to: (1) become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (2) endeavor to guard the Owner against defects and deficiencies in the Work; and, (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner and Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's Work. The Owner and Architect/Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, for the safety of any person involved in the work, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- 4.2.3. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
- 4.2.4. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect/Engineer about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor to the Architect/Engineer. Communications by and with separate contractors shall be through the Owner to the Architect/Engineer.
- 4.2.5. Based on the Architect/Engineer's evaluations of the Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Contractor is fully aware that the Owner (i.e. the State of Montana) has established a billing cycle for processing payments in Article 9 of these General Conditions. The Contractor and all Subcontractors are subject to all provisions of Title 28, Chapter 2, Part 21 MCA regarding all aspects of the Work.

- 4.2.6. The Architect/Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer will have authority to require inspection or testing of the Work in accordance with the General Conditions and any applicable technical specification requirements, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect/Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 4.2.7. The Architect/Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.2.8. The Architect/Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.
- 4.2.9. The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion(s) and the date of Final Acceptance, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 4.2.10. If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more project representatives to assist in carrying out the Architect/Engineer's responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the Owner's Agreement with the Architect/Engineer.
- 4.2.11. The Architect/Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect/Engineer shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect/Engineer to furnish such interpretations until 15 days after written request is made for them.
- 4.2.12. Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect/Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will render such interpretations and decisions in good faith.
- 4.2.13. The Architect/Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- 4.2.14. The Architect/Engineer's or Owner's observations or inspections do not alleviate any responsibility on the part of the Contractor. The Architect/Engineer and the Owner reserves the right to observe and inspection

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

4.3. **CLAIMS AND DISPUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)	(Date)"
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4.3.2. Continuing Contract Performance.

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

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

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

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

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

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

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

4.3.4. Claims for Additional Cost.

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

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

4.3.5. Claims for Additional Time

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

4.3.5.2. Weather Delays:

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

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

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

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

4.3.5.2.5. A "normal", "typical", or "seasonal" weather day shall be defined as weather that can be reasonably anticipated to occur at the location of the Work for each particular month involved in the Contract Time. Each month involved shall not be

considered individually as it relates to claims for additional time due to inclement/adverse/severe weather but shall consider the entire Contract Time as it compares to normal/typical/seasonal weather that is reasonably anticipated to occur. Normal/typical/seasonal weather days shall be based upon U.S. National Weather Service climatic data for the location of the Work or the nearest location where such data is available.

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

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

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

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

4.3.6. Claims for Consequential Damages

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

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

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

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

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

4.4.1. Decision of Architect/Engineer. Claims, including those alleging an error or omission by the Architect/Engineer, shall be referred initially to the Architect/Engineer for decision. A decision by the Architect/Engineer shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date of Final Acceptance, unless 30 days have passed after the Claim has been referred to the Architect/Engineer with no decision having been rendered by the Architect/Engineer. The Architect/Engineer will not decide disputes between the

Contractor and persons or entities other than the Owner. Any Claim arising out of or related to the Contract, except those already waived in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5 shall, pending compliance with Subparagraph 4.4.5, be subject to mediation, arbitration, or the institution of legal or equitable proceedings. Claims waived in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4, and 9.10.5 are deemed settled, resolved, and completed.

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

4.5. **MEDIATION**

- 4.5.1. Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5 shall, after initial decision by the Architect/Engineer or 30 days after submission of the Claim to the Architect/Engineer, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
- 4.5.2. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and/or those rules specified in the contract documents or separately agreed upon between the parties. Construction Industry Mediation Rule M-2 (filing with AAA)

is void. The parties shall mutually agree upon a mediator who shall then take the place of AAA in the Construction Industry Mediation Rules. The parties must mutually agree to use AAA and no filing of a request for mediation shall be made to AAA by either party until such mutual agreement has been made. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

4.6. **ARBITRATION**

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

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

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

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

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

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

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

- 4.6.8. **Limitation on Consolidation or Joinder.** Arbitration arising out of or relating to the Contract may include by consolidation or joinder the Architect/Engineer, the Architect/Engineer's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect/Engineer, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Architect/Engineer, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Architect/Engineer, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- 4.6.9. **Claims and Timely Assertion of Claims.** The party filing a demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- 4.6.10. **Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree that the costs of the arbitrator(s)' compensation and expenses shall be borne equally. The parties further agree that the arbitrator(s) shall have authority to award to either party some or all of the costs and expenses involved, including attorney's fees.

ARTICLE 5 – SUBCONTRACTORS

5.1. DEFINITIONS

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

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

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

substitute for a Subcontractor who was required to be listed on the bid without first getting the approval of the Owner.

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

5.3. **SUBCONTRACTUAL RELATIONS**

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

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

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

5.3.6. In compliance with state statutes (15-50-206 MCA), the Contractor will have the 1% Gross Receipts Tax withheld from all payments. Each "Public Contractor" includes all Subcontractors with contracts greater than \$80,000 each. The Contractor and all Subcontractors will withhold said 1% from payments made to all Subcontractors with contracts greater than \$80,000.00 and make it payable to the Montana Department of Revenue. The Contractor and all Subcontractors shall also submit documentation of all contracts greater than \$80,000.00 to the Montana Department of Revenue on the Department's prescribed form.

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

5.4. **CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

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

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

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

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

- 6.1.1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.
- 6.1.2. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- 6.1.4. Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2. **MUTUAL RESPONSIBILITY**

- 6.2.1. The Contractor shall afford the Owner and separate contractors reasonable opportunity' for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 6.2.3. The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.
- 6.2.4. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Paragraph 12.2.
- 6.2.5. The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

6.3. **OWNER'S RIGHT TO CLEAN UP**

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

ARTICLE 7 – CHANGES IN THE WORK

7.1. GENERAL

- 7.1.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Minor changes as ordered by the Architect/Engineer has the definition provided in Paragraph 7.4
- 7.1.2. A Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer; a Construction Change Directive requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone.
- 7.1.3. Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- 7.1.4. No act, omission, or course of dealing, shall alter the requirement that Change Orders or Construction Change Directives shall be in writing and signed by the Owner, and that Change Orders and Construction Change Directives are the exclusive method for effecting any adjustment to the Contract. The Contractor understands and agrees that neither the Contract Sum nor the Contract Time can be changed by implication, oral agreement, verbal directive, or unsigned Change Order.

7.2. CHANGE ORDERS

- 7.2.1. A Change Order is a written instrument prepared by the Architect/Engineer and signed by the Owner, Contractor and Architect/Engineer, stating their agreement upon all of the following:
 - 7.2.1.1. change in the Work;
 - 7.2.1.2. the amount of the adjustment, if any, in the Contract Sum; and,
 - 7.2.1.3. the extent of the adjustment, if any, in the Contract Time.
- 7.2.2. The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:
 - 7.2.2.1. Per the limitations of this Subparagraph, plus a 5% allowance for overhead and a 10% allowance for profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Architect/Engineer (not the Contractor) per Subparagraph 7.3.9 for each Change Order or Construction Change Directive; or,
 - 7.2.2.2. By one of the methods in Subparagraph 7.3.4, or as determined by the Architect/Engineer per Subparagraph 7.3.9, plus a 5% allowance for overhead and a 10% allowance for profit. The allowances for overhead and for profit are limited to the percentages as specified herein unless they are determined to be unreasonable by the Architect/Engineer (not the Contractor) per Subparagraph 7.3.9 for each Change Order or Construction Change Directive.
 - 7.2.2.3. The Contractor's proposed increase or decrease in cost shall be limited to costs listed in Subparagraph 7.3.9.1 through 7.3.9.5.
- 7.2.3. The Contractor shall not submit any Change Order, response to requested cost proposals, or requested changes which are incomplete and do not contain full breakdown and supporting documentation in the following three areas:
 - 7.2.3.1. Direct costs (only those listed in Subparagraph 7.3.9.1 through 7.3.9.5 are allowable);
 - 7.2.3.2. Indirect costs (limited as a percentage on each Change Order per Paragraph 7.2.2); and

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

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

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

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

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

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

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

7.3. **CONSTRUCTION CHANGE DIRECTIVES**

7.3.1. A Construction Change Directive is a written order prepared by the Architect/Engineer directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

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

- 7.3.4.1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - 7.3.4.2. unit prices stated in the Contract Documents or subsequently agreed upon;
 - 7.3.4.3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;
 - 7.3.4.4. By actual cost as shown by the Contractor's and Subcontractor's itemized invoices; or
 - 7.3.4.5. as provided in Subparagraph 7.3.9.
- 7.3.5. Costs shall be limited to the following: cost of materials, including cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits under collective bargaining agreements; workers' compensation insurance; bond premiums; and rental value of power tools and equipment.
- 7.3.6. Overhead and profit allowances shall be limited on all Construction Change Directives to those identified in 7.2.2.
- 7.3.7. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.8. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.9. If the Contractor does not respond or disagrees with the method for adjustment in the Contract Sum in writing within seven (7) calendar days, the method and the adjustment made shall be determined by the Architect/Engineer on the basis of reasonable expenditures and/or savings of those performing the Work directly attributable to the change including, in the case of an increase in the Contract Sum, plus an allowance for overhead and profit as listed under Subparagraph 7.2.2. In such case, and also under Clause 7.3.4.3, the Contractor shall keep and present, in such form as the Architect/Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.9 shall be limited to the following:
- 7.3.9.1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance as determined by the Prevailing Wage Schedules referenced in the Contract Documents;
 - 7.3.9.2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - 7.3.9.3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - 7.3.9.4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - 7.3.9.5. additional costs of field supervision and field office personnel directly attributable to the change.
- 7.3.10. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect/Engineer plus markups in subparagraph 7.2.2. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net change, if any, with respect to that change.

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

7.4. **MINOR CHANGES IN THE WORK**

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

ARTICLE 8 – TIME

8.1. **DEFINITIONS**

- 8.1.1. Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When any duration or time period is referred to in the Contract Documents by days, the first day shall be determined as the day following the current day of any event or notice starting a specified duration.
- 8.1.2. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.1.3. The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER.
- 8.1.4. The date the Contractor reaches Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.8.
- 8.1.5. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- 8.1.6. Liquidated Damages. The Owner may suffer loss if the project is not substantially complete on the date set forth in the contract documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete: **As indicated in the instructions to bidders.**
- 8.1.7. The Contractor shall not be charged liquidated or actual damages when delay in completion of the Work is due to:
- 8.1.7.1. Any preference, priority or allocation order issued by the government;
- 8.1.7.2. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. All such occurrences resulting in delay must be documented and approved by Change Order; or,
- 8.1.7.3. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in 8.1.7.1 and 8.1.7.2 of this article.

- 8.1.8. The Contractor is completely obligated and responsible to provide written notice of each day of delay as provided for in Paragraph 4.3.
- 8.1.9. Contract Time. All work shall reach Substantial Completion by: Dates provided in Instructions to bidders and Invitation to bid documents. The Owner will issue a written NOTICE TO PROCEED and finalized contract.

8.2. **PROGRESS AND COMPLETION**

- 8.2.1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- 8.2.2. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the date on the Notice to Proceed and in no case prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- 8.2.3. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 8.2.4. If the Contractor falls behind the latest construction schedule by more than 14 calendar days through its own actions or inaction, neglect, inexperience, lack of oversight and management of the Work including that of any Subcontractors, written notice to the Owner and Architect/Engineer shall be provided within three (3) days with explanation of how the Contractor intends to get back on schedule. Response to getting back on schedule consists of providing a sufficient number of qualified workers and/or proper materials or an acceptably reorganized schedule to regain the lost time in a manner acceptable to the Owner.

8.3. **DELAYS AND EXTENSIONS OF TIME**

- 8.3.1. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer may determine.
- 8.3.2. Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.
- 8.3.3. This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

PAYMENTS AND COMPLETION

9.1. **CONTRACT SUM**

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

9.2. **SCHEDULE OF VALUES**

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

9.3. **APPLICATIONS FOR PAYMENT**

- 9.3.1. The Contractor shall submit to the Architect/Engineer an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be signed and supported by such data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.
- 9.3.2. NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION. Per Title 28, Chapter 2, Part 21, this contract allows the Owner to change the number of days to approve a Contractor's payment request. This contract allows the Owner to approve the Contractor's payment request within thirty-five (35) calendar days after it is received by the Owner without being subject to the accrual of interest.
- 9.3.3. As provided in Subparagraph 7.3.11, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect/Engineer, but not yet included in Change Orders.
- 9.3.4. Applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.
- 9.3.5. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 9.3.6. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- 9.3.7. Until the work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments.
- 9.3.7.1. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work, for anticipated repairs, warranties or completion of the Work by the Contractor or through the letting of other contracts. The Contractor will not be entitled to additional costs, expenses, fees, time, and such like, in the event the Owner increases the amount held as retainage due to non-compliance and/or non-performance with all or any part, piece, or portion of the Contract Documents.
- 9.3.7.2. Prior to the first application for payment, the Contractor shall submit the following information on the appropriate forms:
- 9.3.7.2.1. Schedule of Amounts for Contract Payment (Form 100): This form shall contain a breakdown of the labor, material and other costs associated with the various portions of the work and shall be the basis for the progress payments to the Contractor. The use of electronic method shall be in the Owner's format.
- 9.3.7.2.2. Project/Progress Schedule: If no Schedule (or revised Schedule) is provided with each and every Periodic Estimates for Partial Payment, the Architect/Engineer and/or Owner may return the pay request, or hold it, and may choose not pay for any portion of the Work until the appropriate Schedule, indicating all changes, revisions and updates, is provided. No claim for additional costs or interests will

be made by the Contractor or any subcontractor on account of holding or non-payment of the Periodic Estimate for Partial Payment request.

9.3.7.3. Progress Payments

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

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

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

9.3.7.3.4. In compliance with 15-50-206 MCA, 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 Notice to Proceed. The contractor is responsible to ensure that all policies and coverages contain the necessary endorsements for the State being listed as an additional insured. The state reserves the right to require complete copies of all insurance policies at any time to verify coverage. The contractor shall notify the state within 30 days of any material change in coverage.

11.3. **WORKERS' COMPENSATION INSURANCE**

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

11.4. **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

- 11.4.3. The Contractor's liability insurance policies shall list the STATE OF MONTANA as an additional insured. **AN ADDITIONAL INSURED ENDORSEMENT DOCUMENT SHALL BE SUBMITTED WITH THE CERTIFICATES OF INSURANCE.** The STATE OF MONTANA includes its officers, elected and appointed officials, employees and volunteers and political subdivisions thereof. Should the Contractor not be able to list the state as an additional insured, the Contractor shall purchase a per occurrence Owner's/Contractor's Protective Policy (OCP) with the STATE OF MONTANA as the insured party in the same occurrence and aggregate limits as that indicated above for the Contractor's Commercial General Liability Policy.
- 11.4.4. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.
- 11.4.5. The Contractor's insurance coverage shall be PRIMARY insurance as respects the State, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the state, its officers, elected and appointed officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute to it. NO WAIVERS OF SUBROGATION OR ENDORSEMENTS LIMITING, TRANSFERRING, OR OTHERWISE INDEMNIFYING LIABLE OR RESPONSIBLE PARTIES OF THE CONTRACTOR OR ANY SUBCONTRACTOR WILL BE ACCEPTED.

11.5. **PROPERTY INSURANCE (ALL RISK)**

- 11.5.1. New Construction (for projects involving new construction): At its sole cost and expense, the contractor shall keep the building and all other improvements on the premises insured throughout the term of the agreement against the following hazards:
- 11.5.1.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map, [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://rmtd.mt.gov/Portal/62/aboutus/publications/files/NEHRP.pdf> in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. This may be insured against by attachment of standard form extended coverage endorsement to fire policies. Certificates of Insurance MUST indicate earthquake coverage if coverage is required per the above referenced map.
- 11.5.2.2.2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.

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

11.6. **ASBESTOS ABATEMENT INSURANCE**

- 11.6.1. If Asbestos Abatement is identified as part of the Work under this contract, the Contractor or any subcontractor involved in asbestos abatement shall purchase and maintain **Asbestos Liability Insurance** for coverage of bodily injury, sickness, disease, death, damages, claims, errors or omissions regarding the asbestos portion of the work ***in addition to*** the CGL Insurance by reason of any negligence in part or in whole, error or omission committed or alleged to have been committed by the Contractor or anyone for whom the Contractor is legally liable.
- 11.6.2. Such insurance shall be in "per occurrence" form and shall clearly state on the certificate that asbestos work is included in the following limits:
 - 11.6.2.1. **\$1,000,000 per occurrence; aggregate limit of \$2,000,000.**
- 11.6.3. Asbestos Liability Insurance as carried by the asbestos abatement subcontractor in these limits in lieu of the Contractor's coverage is acceptable provided the Contractor and the State of Montana are named as additional insureds and that the abatement subcontractor's insurance is PRIMARY as respects both the Owner and the Contractor. If the Contractor or any other subcontractor encounters asbestos, all operations shall be suspended until abatement with the associated air monitoring clearances are accomplished. The certificate of coverage shall be provided by the asbestos abatement subcontractor to both the Contractor and the Owner.

11.7. **PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND (BOTH ARE REQUIRED ON PROJECTS EXCEEDING \$150,000.00 IN VALUE)**

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

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

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1. UNCOVERING OF WORK

- 12.1.1. If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.
- 12.1.2. If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to examine prior to it being covered, the Architect/Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2. CORRECTION OF WORK

12.2.1. BEFORE OR AFTER SUBSTANTIAL COMPLETION

- 12.2.1.1. The Contractor shall promptly correct Work that fails to conform to the requirements of the Contract Documents or that is rejected by the Architect/Engineer, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense. The Contractor is responsible to discover and correct all defective work and shall not rely upon the Architect/Engineer's or Owner's observations.
- 12.2.1.2. Rejection and Correction of Work in Progress. During the course of the Work, the Contractor shall inspect and promptly reject any Work that:
 - 12.2.1.2.1. does not conform to the Construction Documents; or,
 - 12.2.1.2.2. does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities, and agencies having jurisdiction over the Project.
- 12.2.1.3. The Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work, including additional testing, inspections, and compensation for all services and expenses necessitated by such corrective action.

12.2.2. AFTER SUBSTANTIAL COMPLETION AND AFTER FINAL ACCEPTANCE

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

12.2.2.1.1. The Contractor shall remedy any and all deficiencies due to faulty materials or workmanship and pay for any damage to other work resulting there from, which shall appear within the period of Substantial Completion through one (1) year from the date of Final Acceptance in accordance with the terms and conditions of the Contract and with any special guarantees or warranties provided in the Contract Documents. The Owner shall give notice of observed deficiencies with reasonable promptness. All questions, claims or disputes arising under this Article shall be decided by the Architect/Engineer. All manufacturer, product and supplier warranties are in addition to this Contractor warranty.

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

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

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

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

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

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

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

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

12.3. ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

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

13.2. SUCCESSORS AND ASSIGNS

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

13.3. WRITTEN NOTICE

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

13.4. RIGHTS AND REMEDIES

- 13.4.1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 13.4.2. No action or failure to act by the Owner, Architect/Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval 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 NOVEMBER 2023)

FOR STATE OF MONTANA GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 SPECIFICATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 – THE OWNER

2.1 THE STATE OF MONTANA

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

ARTICLE 3 – THE CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.6 ADD: PRODUCT DELIVERY, STORAGE AND HANDLING

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

3.3.6.2 ADD: DELIVERY AND HANDLING:

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

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

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

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

3.3.6.3 ADD: STORAGE

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

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

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

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

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

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

3.10 CONSTRUCTION SCHEDULES

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

3.11 DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

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

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

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

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

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

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

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

3.12.1 DEFINITIONS:

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

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

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

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

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

3.13. USE OF SITE

3.13.3 ADD: MSU BOZEMAN Vehicle Regulations state:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.6. ARBITRATION

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

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

ARTICLE 7 – CHANGES IN WORK

7.2 CHANGE ORDERS

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

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

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

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

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

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

ARTICLE 8 - TIME

8.1. DEFINITIONS

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

8.2. PROGRESS AND COMPLETION

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3. APPLICATIONS FOR PAYMENT

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

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

9.8. SUBSTANTIAL COMPLETION

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

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

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

9.8.4.1.3 Removal of all temporary structures and barricades.

9.10. FINAL COMPLETION AND FINAL PAYMENT

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

ARTICLE 10 – PROTECTIONS OF PERSONS AND PROPERTY

10.1. SAFETY

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

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

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

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

10.3. UTILITIES

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

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

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

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

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

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

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

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

ARTICLE 11 - INSURANCE AND BONDS

11.4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

11.7.1. Insert in the first line at the beginning of the sentence "For contracts equal to or greater than \$150,000".

11.8. CANCELLATION

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

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

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

13.9 EMERGENCY AND PUBLIC SAFETY

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

END OF SUPPLEMENTARY GENERAL CONDITIONS

Cost Estimate to Re-key Buildings

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

MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2023

Effective: January 14, 2023

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

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

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

TABLE OF CONTENTS

MONTANA PREVAILING WAGE REQUIREMENTS:

A. Date of Publication	3
B. Definition of Building Construction	3
C. Definition of Public Works Contract	3
D. Prevailing Wage Schedule	3
E. Rates to Use for Projects	3
F. Wage Rate Adjustments for Multiyear Contracts	3
G. Fringe Benefits	4
H. Prevailing Wage Districts	4
I. Dispatch City	5
J. Zone Pay	5
K. Computing Travel Benefits	5
L. Per Diem	5
M. Apprentices	5
N. Posting Notice of Prevailing Wages	5
O. Employment Preference	5
P. Projects of a Mixed Nature	6
Q. Occupations Definitions Website	6
R. Welder Rates	6
S. Foreman Rates	6

WAGE RATES:

BOILERMAKERS	7
BRICK, BLOCK, AND STONE MASONS	7
CARPENTERS	7
CARPET INTALLERS	7
CEMENT MASONS AND CONCRETE FINISHERS	8
CONSTRUCTION EQUIPMENT OPERATORS	
OPERATORS GROUP 1	8
OPERATORS GROUP 2	9
OPERATORS GROUP 3	9
OPERATORS GROUP 4	10
OPERATORS GROUP 5	10
OPERATORS GROUP 6	10
OPERATORS GROUP 7	11
CONSTRUCTION LABORERS	
LABORERS GROUP 1	11
LABORERS GROUP 2	11
LABORERS GROUP 3	12
LABORERS GROUP 4	12
DRYWALL APPLICATORS	12
ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL	13
ELEVATOR CONSTRUCTORS	13
FLOOR LAYERS	14
GLAZIERS	14
HEATING AND AIR CONDITIONING	14
INSULATION WORKERS - MECHANICAL (HEAT AND FROST)	14
IRONWORKERS - REINFORCING IRON AND REBAR WORKERS	15
IRONWORKERS - STRUCTURAL IRON AND REBAR WORKERS	15
MILLWRIGHTS	15
PAINTERS: INCLUDING PAPERHANGERS	16
PILE BUCKS	16
PILOT CAR DRIVERS	16
PLASTERERS	16
PLUMBERS, PIPEFITTERS, AND STEAMFITTERS	17
ROOFERS	18
SHEET METAL WORKERS	18
SOLAR PHOTOVOLTAIC INSTALLERS	19
SPRINKLER FITTERS	19
TAPERS	20
TELECOMMUNICATIONS EQUIPMENT INSTALLERS	21
TERRAZZO WORKERS AND FINISHERS	21
TILE AND STONE SETTERS	21
TRUCK DRIVERS	22

A. Date of Publication January 14, 2023

B. Definition of Building Construction

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

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

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

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at www.mtwagehoubopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

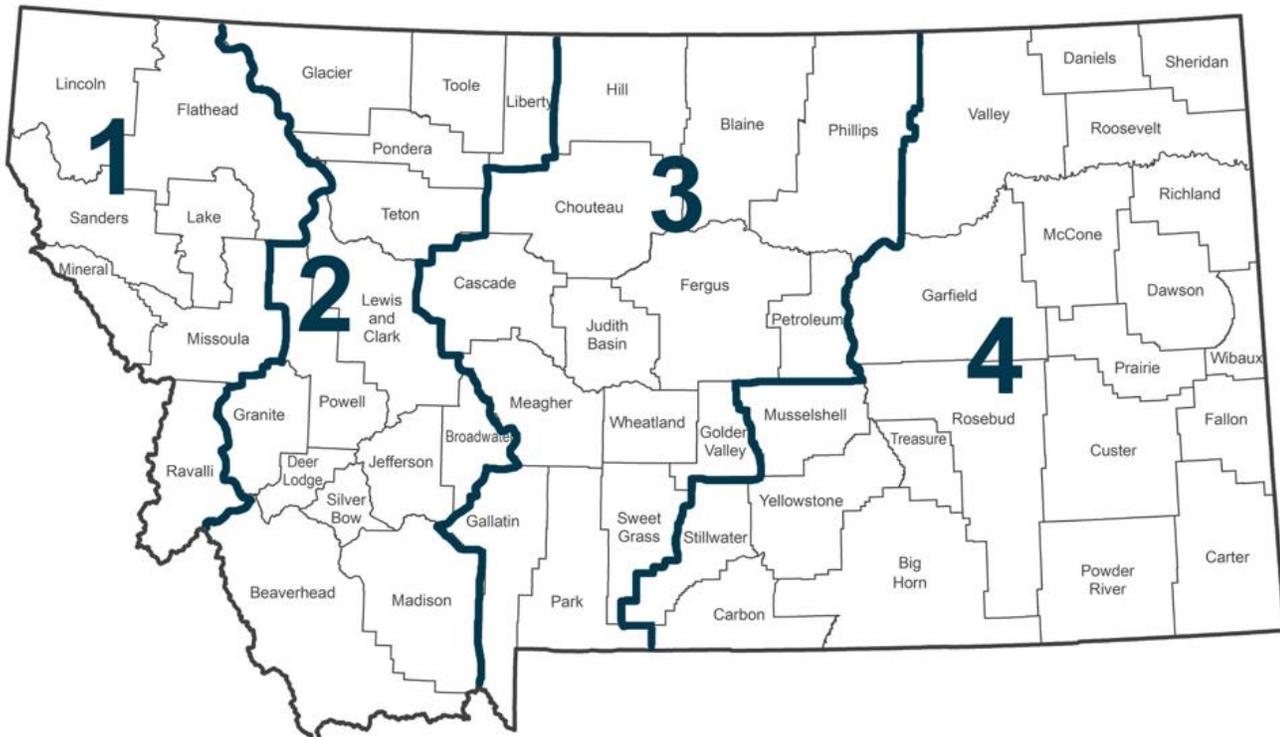
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income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

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

H. Prevailing Wage Districts

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

Montana Prevailing Wage Districts



I. Dispatch City

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

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

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

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

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

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as “...*an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.*” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(23), states “ ‘*Travel pay,*’ also referred to as ‘*travel allowance,*’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(19), states “ ‘*Per diem*’ typically covers costs associated with board and lodging expenses. *Per diem* is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

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

N. Posting Notice of Prevailing Wages

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

O. Employment Preference

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

P. Projects of a Mixed Nature

Section 18-2-408, MCA states:

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

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

Q. Occupations Definitions

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

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

R. Welder Rates

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

S. Foreman Rates

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

WAGE RATES

BOILERMAKERS

No Rate Established

Duties Include:

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

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$32.32	\$16.78
District 2	\$32.32	\$16.78
District 3	\$32.32	\$16.78
District 4	\$32.32	\$16.78

[↑ Back to Table of Contents](#)

Travel:

All Districts

0-70 mi. free zone

>70-90 mi. \$60.00/day

>90 mi. \$80.00/day

CARPENTERS

	Wage	Benefit
District 1	\$26.12	\$12.00
District 2	\$26.50	\$14.07
District 3	\$26.50	\$14.07
District 4	\$26.50	\$14.07

Duties Include:

Install roll and batt insulation, and hardwood floors.

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

CARPET INSTALLERS

No Rate Established

Duties Include:

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

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$24.00	\$8.85
District 2	\$22.63	\$7.36
District 3	\$21.17	\$3.67
District 4	\$20.57	\$3.67

Duties Include:

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

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$25.47	\$12.92
District 2	\$28.21	\$12.92
District 3	\$28.21	\$12.92
District 4	\$28.21	\$12.92

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$26.95	\$ 9.50
District 2	\$33.32	\$ 9.44
District 3	\$27.99	\$12.92
District 4	\$29.33	\$12.92

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$25.81	\$12.92
District 2	\$29.75	\$12.92
District 3	\$29.75	\$12.92
District 4	\$29.75	\$12.92

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$26.70	\$12.92
District 2	\$29.62	\$14.21
District 3	\$30.75	\$12.92
District 4	\$30.75	\$12.92

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$31.75	\$12.92
District 2	\$31.75	\$12.92
District 3	\$30.33	\$15.08
District 4	\$31.75	\$12.92

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$32.75	\$12.92
District 2	\$32.75	\$12.92
District 3	\$32.75	\$12.92
District 4	\$32.75	\$12.92

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$33.75	\$12.92
District 2	\$33.75	\$12.92
District 3	\$33.75	\$12.92
District 4	\$33.75	\$12.92

This group includes but is not limited to:

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

Zone Pay:

All Districts

0-30 mi. free zone

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

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

[↑ Back to Table of Contents](#)

CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$23.55	\$11.82
District 2	\$23.55	\$11.82
District 3	\$23.55	\$11.82
District 4	\$23.55	\$11.82

Zone Pay:

All Districts

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

[↑ Back to Table of Contents](#)

CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$21.63	\$ 7.43
District 2	\$20.07	\$ 9.82
District 3	\$22.91	\$11.82
District 4	\$20.71	\$ 7.93

Zone Pay:

All Districts

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$24.55	\$11.82
District 2	\$24.55	\$11.82
District 3	\$24.55	\$11.82
District 4	\$24.55	\$11.82

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

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

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$23.09	\$11.82
District 2	\$24.60	\$11.82
District 3	\$22.44	\$12.22
District 4	\$21.38	\$12.22

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

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

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

DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$26.50	\$14.07
District 2	\$26.50	\$14.07
District 3	\$26.50	\$14.07
District 4	\$26.50	\$14.07

Duties Include:

Drywall and ceiling tile installation.

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

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

ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$33.22	\$15.91
District 2	\$32.18	\$16.93
District 3	\$32.56	\$14.56
District 4	\$36.69	\$15.98

Duties Include:

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

Travel:

District 1

No mileage due when traveling in employer's vehicle.

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

- 0-15 mi. free zone
- >15-45 mi. \$0.625/mi. in excess of the free zone
- >45 mi. \$75.00/day

Districts 2 and 3

No mileage due when traveling in employer's vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

District 4

No mileage due when traveling in employer's vehicle.

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

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

[↑ Back to Table of Contents](#)

ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$59.70	\$44.11
District 2	\$59.70	\$44.11
District 3	\$59.70	\$44.11
District 4	\$59.70	\$44.11

Travel:

All Districts

- 0-15 mi. free zone
- >15-25 mi. \$47.85/day
- >25-35 mi. \$95.70/day
- >35 mi. \$104.54/day or cost of receipts for hotel and meals, whichever is greater.

Special Provision:

When in employees vehicle additional reimbursement of 1.5% of the prevailing wage rate is added to the amounts above.

[↑ Back to Table of Contents](#)

FLOOR LAYERS

No Rate Established

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

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

GLAZIERS

	Wage	Benefit
District 1	\$21.44	\$4.01
District 2	\$21.88	\$4.29
District 3	\$22.31	\$3.99
District 4	\$22.04	\$3.87

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

[↑ Back to Table of Contents](#)

Travel:

All Districts

0-50 mi. free zone

>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$85/day

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$39.37	\$19.87
District 2	\$39.37	\$19.87
District 3	\$39.37	\$19.87
District 4	\$39.37	\$19.87

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

[↑ Back to Table of Contents](#)

Travel:

All Districts

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$50.00/day

>60 mi. \$60.00/day plus

- \$0.56/mi. if transportation is not provided.
 - \$0.20/mi. if in company vehicle.
- >60 mi. \$105.00/day on jobs requiring an overnight stay plus
- \$0.56/mi. if transportation is not provided.
 - \$0.20/mi. if in company vehicle.

IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	\$30.53	\$27.91
District 2	\$29.54	\$24.49
District 3	\$29.54	\$24.49
District 4	\$29.54	\$24.99

Duties Include:

Cut, bend, tie, and place rebar.

Travel:

District 1

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

Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

Districts 2, 3 & 4

0-45 mi. free zone
>45-85 mi. \$70.00/day
>85 mi. \$100.00/day

[↑ Back to Table of Contents](#)

IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	\$30.53	\$27.91
District 2	\$29.54	\$24.49
District 3	\$29.54	\$24.49
District 4	\$29.54	\$24.49

Duties Include:

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

Travel:

District 1

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

Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

Districts 2, 3 & 4

0-45 mi. free zone
>45-85 mi. \$70.00/day
>85 mi. \$100.00/day

[↑ Back to Table of Contents](#)

MILLWRIGHTS

	Wage	Benefit
District 1	\$42.43	\$14.52
District 2	\$42.43	\$14.52
District 3	\$42.43	\$14.52
District 4	\$42.43	\$14.52

Zone Pay:

All Districts

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

[↑ Back to Table of Contents](#)

PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$24.20	\$7.61
District 2	\$23.10	\$7.61
District 3	\$22.59	\$8.31
District 4	\$22.56	\$7.37

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

PILE BUCKS

	Wage	Benefit
District 1	\$33.50	\$14.07
District 2	\$33.50	\$14.07
District 3	\$33.50	\$14.07
District 4	\$33.50	\$14.07

Duties Include:

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

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

0-30 mi. free zone

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

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

PILOT CAR DRIVERS

No Rate Established

[↑ Back to Table of Contents](#)

Zone Pay:

All Districts

No zone pay established.

PLASTERERS

No Rate Established

Duties Include:

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$36.13	\$16.01
District 2	\$37.90	\$16.45
District 3	\$37.90	\$16.45
District 4	\$35.21	\$20.21

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

Travel:

District 1

0-30 mi. free zone
>30-50 mi. \$35.00/day
>50-75 mi. \$45.00/day
>75 mi. \$100.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of \$85.00/day is required.

Districts 2 & 3

0-45 mi. free zone
>45 mi.

- \$0.00/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Special Provision:

At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of \$135.00/day.

District 4

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$110.00/day.

[↑ Back to Table of Contents](#)

ROOFERS

	Wage	Benefit
District 1	\$28.22	\$13.01
District 2	\$23.01	\$10.41
District 3	\$23.01	\$10.41
District 4	\$23.00	\$ 9.16

Duties Include:

Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

Travel:

District 1

0-50 mi. free zone
>50 mi. \$0.35/mi.

District 2 and 3

0-35 mi. free zone
>35 mi. \$0.35/mi only when employer doesn't provide transportation in excess of the free zone.

District 4

0-50 mi. free zone
>50 mi. \$0.35/mi only when employer doesn't provide transportation.

Per Diem:

District 1

\$74.00/day

District 2 and 3

Employer pays for room + \$26.50/day.

District 4

Employer pays for room + \$26.50/day.
or
\$66.00/day.

[↑ Back to Table of Contents](#)

SHEET METAL WORKERS

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyer systems, and exhaust systems. All lagging over insulation and all duct lining.

Travel:

All Districts

0-50 mi. free zone
>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$85/day

[↑ Back to Table of Contents](#)

SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$33.22	\$15.91
District 2	\$33.25	\$16.93
District 3	\$33.25	\$15.67
District 4	\$33.25	\$15.67

Travel:

District 1

No mileage due when traveling in employer's vehicle.

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

- 0-15 mi. free zone
- >15-45 mi. \$0.625/mi. in excess of the free zone
- >45 mi. \$75.00/day

Districts 2, 3, and 4

No mileage due when traveling in employer's vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

[↑ Back to Table of Contents](#)

SPRINKLER FITTERS

	Wage	Benefit
District 1	\$38.66	\$24.29
District 2	\$37.96	\$24.29
District 3	\$38.66	\$24.29
District 4	\$35.66	\$24.29

Duties Include:

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

Travel

All Districts

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

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

No travel allowance required when in employer's vehicle.

Per Diem

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

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

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

[↑ Back to Table of Contents](#)

TAPERS

No Rate Established

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$25.84	\$ 3.14
District 2	\$24.60	\$11.00
District 3	\$24.60	\$11.08
District 4	\$21.25	\$11.08

Duties Include:

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment

[↑ Back to Table of Contents](#)

Travel:

All Districts

The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

Per Diem:

All Districts

\$75.00/day.

TERRAZZO WORKERS AND FINISHERS

No Rate Established

Duties Include:

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

TILE AND STONE SETTERS

No Rate Established

Duties Include:

Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

[↑ Back to Table of Contents](#)

Travel and Per Diem:

All Districts

No travel or per diem established.

TRUCK DRIVERS

	Wage	Benefit
District 1	\$22.67	\$5.82
District 2	\$23.80	\$6.13
District 3	\$23.80	\$6.13
District 4	\$23.80	\$6.13

Truck drivers include but are not limited to:

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

Zone Pay:
All Districts
No zone pay established.

[↑ Back to Table of Contents](#)

SECTION 011000 SUMMARY

1.1 PART 1 - GENERAL

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

- B. Project Description
 - 1. The Project renovates existing Graduate Researcher multi-office spaces in the Basement of the AJM Johnson Building at Montana State University, Bozeman. Existing kitchenette, plumbing, electrical, lighting, communications, and finishes will be impacted by the work, which will occur in (3) multi-office spaces. A dividing wall will be removed from one office, while a new kitchenette will be constructed in the front of another. Preparations for new Owner-Furnished and Installed office furniture will be made including power and communications to each planned workstation location.

- C. Site Information
 - 1. All work associated with the project is inside of the building.

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

- E. Work Sequence
 - 1. The work will be conducted in One (1) phase to provide the least possible interference to the activities of the Owner's personnel and activities.
 - 2. The Contractor will have access to the building from the date of receipt of the contract.

- F. Contractor Use of Premises
 - 1. Work on this contract is expected to be done during regular working hours Monday through Friday. Any variation from this will require prior approval of the Consultant and Owner.
 - 2. All work must be coordinated with MSU at all times and MSU must be informed about any work impacting campus operations 72 hours or 3 working days in advance of work being conducted and shall require MSU approval.
 - 3. General: Limit use of the premises to construction activities in areas indicated; allow for Owner/MSU occupancy and use by the public. Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 4. Contractor shall conduct all his work in such a manner as to minimize the inconvenience and disruption of MSU's daily schedule.

- equipment.
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
 8. The Contractor is to coordinate with MSU for the location of the job site trailer office.
 9. Keep driveways and entrances serving the premises clear and available to MSU and MSU's employees, staff and visitors at all times, unless otherwise agreed by MSU. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

G. Parking and Site Access

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

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

H. Owner Occupancy

1. Full Owner/MSU Occupancy: The Owner/MSU will occupy the site during the entire construction period. Cooperate with MSU during construction operations to minimize conflicts and facilitate MSU usage. Perform the work so as not to interfere with MSU's operations.

I. Safety Requirements

1. General: The safety measures required by the Contract Documents are not meant to be inclusive. The Contractor shall be solely responsible for safety on a 24-hours-per-day, 7 days-per-week basis and shall take whatever additional measures are necessary to insure the health and safety of the buildings' occupants, or pedestrians at or near the construction site and access routes and of all other persons in all areas affected by the Contractor's activities. Prior to the start of construction, the Contractor is to submit to the Consultant, a detailed written plan specifying the safety procedures that will be followed. Include (but not by way of limitation) the following: Verbiage, size and locations of warning signs; construction sequence as related to safety; use of barricades (type and location); employee policies as related to safety; and delivery of materials as related to safety. Revise the safety plan as required during construction and resubmit to the Owner.
2. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
3. Comply with Federal, State, local, and the Owner's fire, health and safety requirements.
4. Advise MSU whenever work is expected to be hazardous or inconvenient (including objectionable odors) to MSU's employees, students, visitors or the building occupants.
5. Construction materials or equipment shall be placed so as not to endanger the work or prevent free access to all emergency devices or utility disconnects.
6. Maintain the proper rated fire extinguishers within easy access where power tools, sanding or other equipment is being used.
7. The Contractor shall erect and maintain, as required by law, conditions and progress of the work, warning signs, barricades and other reasonable safeguards for safety and protection.
8. **Emergency and Public Safety Alert System:**
Montana State University has an Emergency and Public Safety Alert System that warns the campus community in the event of an emergency or public safety event. Because contractors, consultants, and vendors are considered members of the campus community when working on campus, they must be familiar with the alert system and understand when the system is used. Montana State University requires all contractors, consultants, vendors, and their employees working on or entering the MSU-Bozeman campus to register for the Emergency and Public Safety Alert System. The link to register is:
<http://www.montana.edu/msualert/>

J. Existing Premises Condition

1. The Contractor is responsible for adequately documenting in photos the existing condition of the premises, to include external road surfaces, curbing and landscaped areas, specifically the cleanliness of areas. Any damage to the premises which is found after construction and is not so documented will be the responsibility of the Contractor to repair or replace.

K. Discrepancies in the Documents

1. The Contractor shall bring any discrepancies between any portions of the drawings and specifications to the attention of the Owner and the Consultant in writing. The Owner and Consultant shall review the discrepancy and clarify the intent desired in the Contract Documents. Unless specifically directed otherwise, the Contractor shall be obligated to provide the greater quantity or quality without any change in contract sum or time.

END OF SECTION 011000

**SECTION 012000
PRICE AND PAYMENT
PROCEDURES**

1.1 GENERAL

A. Related Documents

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

B. Summary

1. This Section specified administrative and procedural requirements governing the Contractor's Applications for Payment.
2. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

C. Schedule of Values

1. Coordinate preparation of the Schedule of Values, Form 100, with preparation of the Contractor's Construction Schedule.
2. Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.
3. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's construction schedule
 - b. Application for Payment form
 - c. List of subcontractors
 - d. Schedule of allowances
 - e. Schedule of alternates
 - f. List of products
 - g. List of principal suppliers and fabricators
 - h. Schedule of submittals
 - i. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
 - j. Sub-Schedules: Where the work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
4. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - a. Identification: Include the following project identification on the Schedule of Values:
 - 1) Project name
 - 2) Name of the Architect
 - 3) Project number (PPA No.)
 - 4) Contractor's name and address
 - 5) Date of submittal

b. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

- 1) Generic name
- 2) Related specification section
- 3) Name of subcontractor
- 4) Name of manufacturer or fabricator
- 5) Name of supplier
- 6) Change Orders (numbers) that have affected value
- 7) Dollar value

a) Percentage of Contract Sum in the nearest one-hundredth percent, adjusted to total 100%

c. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

d. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

e. For each part of the work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the work.

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

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

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

D. Applications for Payment

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

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

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

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

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

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

END OF SECTION 01200

**SECTION 012500
SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and *Instructions to Bidders*.

- B. Substitution Procedures
 - 1. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
 - 2. Substitution Requests: Submit three copies of each request on MSU Substitution Request Form 099 for each consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - a. Submit requests in accordance with *Instructions to Bidders*.
 - b. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.

- C. Architect will review proposed substitutions and notify Contractor of their acceptance or rejection. If necessary, Architect will request additional information or documentation of evaluation.
 - 1. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- D. Do not submit unapproved substitutions on Shop Drawings or other submittals.

END OF SECTION 012500

**SECTION 013100
PROJECT COORDINATION**

1.1 GENERAL

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

- B. Summary
 - 1. This section specifies administrative and supervisor requirements necessary for project coordination including, but not necessarily limited to:
 - a. Coordination
 - b. Administrative and supervisory personnel
 - c. General installation provisions
 - d. Cleaning and protection
 - 2. Field Engineering is included in Section "Field Engineering".
 - 3. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".
 - 4. Requirements for Contractor's Construction Schedule are included in Section "Submittals".

- C. Coordination
 - 1. Coordination: Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.
 - a. Provide access to work at all times for inspections by Owner and authorized representatives.
 - b. Provide safe working conditions and protection of completed work.
 - c. Provide barricades and signs.
 - d. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - e. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - f. Make adequate provisions to accommodate items scheduled for later installation.
 - g. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1) Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
 - 2. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

- a. Notify Facilities Services or Campus Planning, Design and Construction of any expected disruptions in service or changes in construction schedule at least 72 hours (3 working days) in advance.
 - b. Preparation of schedules.
 - c. Installation and removal of temporary facilities.
 - d. Delivery and processing of submittals.
 - e. Progress meetings.
 - f. Project close-out activities.
3. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- a. Salvage materials and equipment involved in performance of, but not actually incorporated in, the work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.
- D. Submittals
- 1. Coordinated Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - a. Show the interrelationship of components shown on separate shop drawings.
 - b. Indicate required installation sequences.
 - c. Comply with requirements contained in Section "Submittals".
 - d. Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations.
 - 2. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

1.2 PROJECT MEETINGS

- A. Related Documents
- 1. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Summary
- 1. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - a. Pre-construction conference
 - b. Pre-installment conferences
 - c. Coordination meetings
 - d. Progress meetings
- C. Pre-construction Conference
- 1. Schedule a pre-construction conference and organizational meeting.
 - a. Hold meeting at the project site or other convenient location and prior to commencement of construction activities, including the moving of

equipment on to the site. Conduct the meeting to review responsibilities and personnel assignments.

2. Attendees: The Owner, Consultant and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work. Both the Contractor and the Contractor's job foremen shall attend the meeting, along with all subcontractors.
3. Agenda: Discuss items of significance that could affect progress including such topics as:
 - a. Tentative construction schedule
 - b. Critical work sequencing
 - c. Designation of responsible personnel
 - d. Procedures for processing field decisions and Change Orders
 - e. Procedures for processing Applications for Payment
 - f. Distribution of Contract Documents
 - g. Submittal of Shop Drawings, Product Data and Samples
 - h. Preparation of record documents
 - i. Use of the premises
 - j. Office, work and storage areas
 - k. Equipment deliveries and priorities
 - l. Safety procedures
 - m. First aid
 - n. Security
 - o. Housekeeping
 - p. Working hours

D. Pre-Installation Conferences

1. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Consultant of scheduled meeting dates.
2. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents
 - b. Options
 - c. Related Change Orders
 - d. Purchases
 - e. Deliveries
 - f. Shop Drawings, Product Data and quality control samples
 - g. Possible conflicts
 - h. Compatibility problems
 - i. Time schedules
 - j. Weather limitations
 - k. Manufacturer's recommendations
 - l. Compatibility of materials
 - m. Acceptability of substrates
 - n. Temporary facilities
 - o. Space and access limitations
 - p. Governing regulations

- q. Safety
 - r. Inspection and testing requirements
 - s. Required performance results
 - t. Recording requirements
 - u. Protection
3. The Consultant will record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Consultant.
 4. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.
- E. Coordination Meeting
1. Conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
 2. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
 3. The Consultant will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- F. Progress Meetings
1. Conduct progress meetings at the project site at regularly scheduled intervals. Coordinate with the Owner and Consultant of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
 2. Attendees: In addition to representatives of the Owner and Consultant, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
 3. Agenda: Visit job site to raise specific pending issues prior to meeting. Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - b. Review the present and future needs of each entity present, including such items as:
 - 1) Interface requirements
 - 2) Time
 - 3) Sequences
 - 4) Deliveries
 - 5) Off-site fabrication problems
 - 6) Access
 - 7) Site utilization

- 8) Temporary facilities and services
 - 9) Hours of work
 - 10) Hazards and risks
 - 11) Housekeeping
 - 12) Quality and work standards
 - 13) Change Orders
 - 14) Documentation of information for payment requests
4. Reporting: The Consultant shall distribute printed and electronic copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.3 PRODUCTS (NOT APPLICABLE)

1.4 EXECUTION

A. General Installation Provisions

1. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
2. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
3. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
4. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.
5. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Consultant for final decision.
6. Recheck measurements, quantities and dimensions, before starting each installation.
7. Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
8. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
9. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated and in compliance with accessibility requirements. Refer questionable mounting height decisions to the Consultant for final decision.

B. Cleaning and Protection

1. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

2. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
3. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - a. Excessive static or dynamic loading
 - b. Excessive internal or external pressures
 - c. Excessively high or low temperatures
 - d. Thermal shock
 - e. Excessively high or low humidity
 - f. Air contamination or pollution
 - g. Water or ice
 - h. Solvents
 - i. Chemicals
 - j. Light
 - k. Radiation
 - l. Puncture
 - m. Abrasion
 - n. Heavy traffic
 - o. Soiling, staining and corrosion
 - p. Bacteria
 - q. Rodent and insect infestation
 - r. Combustion
 - s. Electrical current
 - t. High speed operation
 - u. Improper lubrication
 - v. Unusual wear or other misuse
 - w. Contact between incompatible materials
 - x. Destructive testing
 - y. Misalignment
 - z. Excessive weathering
 - aa. Unprotected storage
 - ab. Improper shipping or handling
 - ac. Theft
 - ad. Vandalism

END OF SECTION 013100

SECTION 014000 QUALITY REQUIREMENTS

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies administrative and procedural requirements for quality control services.
2. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
3. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
4. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - a. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - b. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - c. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. RESPONSIBILITIES

1. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those
 - a. Services specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.
 - b. The Contractor shall employ and pay an independent agency, to perform specified quality control services.
 - c. The Owner will engage and pay for the services of an independent agency

- to perform inspections and tests specified as the Owner's responsibility. Payment for these services will be made by the Owner.
- d. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
2. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services provide unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
 3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Associated services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the Project site.
 4. Owner Responsibilities: The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.
 - a. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
 5. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
 - a. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

- b. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 - c. The agency shall not perform any duties of the Contractor.
6. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

D. SUBMITTALS

- 1. The independent testing agency shall submit a certified written report and electronic copy of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
 - a. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 - b. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - 1) Date of issue
 - 2) Project title and number
 - 3) Name, address and telephone number of testing agency
 - 4) Dates and locations of samples and tests or inspections
 - 5) Names of individuals making the inspection or test
 - 6) Designation of the Work and test method
 - 7) Identification of product and Specification Section
 - 8) Complete inspection or test data
 - 9) Test results and in interpretations of test results
 - 10) Ambient conditions at the time of sample-taking and testing
 - 11) Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements
 - 12) Name and signature of laboratory inspector
 - 13) Recommendations on retesting

DI. QUALITY ASSURANCE

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

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. GENERAL

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

END OF SECTION 014000

**SECTION 015000
TEMPORARY FACILITIES AND UTILITIES**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

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

C. QUALITY ASSURANCE

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

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

D. PROJECT CONDITIONS

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

1.2 PRODUCTS

A. MATERIALS

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

B. EQUIPMENT

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

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

1.3 EXECUTION

A. INSTALLATION

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

B. TEMPORARY UTILITIES

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

C. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

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

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

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

D. SECURITY AND PROTECTION FACILITIES INSTALLATION

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

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

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

E. OPERATION, TERMINATION AND REMOVAL

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

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to this section.

1.2 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
- C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract. Substitutions only allowed for products when more than one manufacturer is indicated.
 - 1. Submit two (2) copies of each request for product substitution. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.
 - 2. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 3. Owner will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.

B. Select products as follows:

1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.

C. Unless otherwise indicated, Owner will select color, pattern, and texture of each product from manufacturer's full range of options.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016000

**SECTION
173000
EXECUTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

- B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Consultant of locations and details of cutting and await directions from Consultant before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or those results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Consultant's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Consultant for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a written and email request for information to Consultant.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, promptly notify Consultant by email and in writing.
 - 1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 2. Inform installers of lines and levels to which they must comply.
 - 3. Check the location, level and plumb, of every major element as the Work progresses.
 - 4. Notify Consultant when deviations from required lines and levels exceed allowable tolerances.
- B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Consultant.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Consultant, and in compliance with accessibility requirements.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- 3.5 CUTTING AND PATCHING
- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
 - C. Temporary Support: Provide temporary support of work to be cut.
 - D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
 - E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond- core drill.
 4. Proceed with patching after construction operations requiring cutting are complete.
 - F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste.
 4. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
1. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through

the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

**SECTION 017400
WARRANTIES AND
BONDS**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - a. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - b. General closeout requirements are included in Section "Project Closeout."
 - c. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
 - d. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
2. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

C. DEFINITIONS

1. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
2. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

D. WARRANTY REQUIREMENTS

1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with

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

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

E. SUBMITTALS

1. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - a. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
2. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate items and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
 - a. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.
3. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a

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

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

2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. SCHEDULE OF WARRANTIES

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

END OF SECTION 017400

SECTION 017419 WASTE MANAGEMENT

PART 1 - GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

Owner requires that this project generate the least amount of trash and waste possible. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration and shall be recycled:

- Aluminum and plastic beverage containers.
- Corrugated cardboard.
- Wood pallets.
- Clean dimensional wood: May be used as blocking or furring.
- Land clearing debris, including brush, branches, logs, and stumps.
- Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.

Methods of trash/waste disposal that are **not** acceptable are:

- Burning on the project site.
- Burying on the project site.
- Dumping or burying on other property, public or private. Other illegal dumping or burying.

Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 DEFINITIONS

Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

Non-hazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form.

Recycling does not include burning, incinerating, or thermally destroying waste.

Return: To give back reusable items or unused products to vendors for credit.

**SECTION 017320
WASTE MANAGEMENT**

Reuse: To reuse a construction waste material in some manner on the project site.
Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
Toxic: Poisonous to humans either immediately or after a long period of exposure.
Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

1.3 WASTE MANAGEMENT PLAN IMPLEMENTATION

Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and the Architect.

Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

Meetings: Discuss trash/waste management goals and issues at project meetings, including the Pre-bid meeting, Pre-construction meeting and regular job-site meetings.

Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.

As a minimum, provide:

Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.

Separate dumpsters for each category of recyclable.

Recycling bins at worker lunch area.

Provide containers as required.

Provide adequate space for pick-up and delivery and convenience to subcontractors. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

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

Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 017419

**SECTION 017700
PROJECT
CLOSEOUT**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - a. Inspection procedures
 - b. Project record document submittal
 - c. Operating and maintenance manual submittal
 - d. Submittal of warranties
 - e. Final cleaning
 - f. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions - 2 through - 33.

C. SUBSTANTIAL COMPLETION

1. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 1) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - b. Advise Owner of pending insurance change-over requirements.
 - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - d. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - e. See the *Supplemental Conditions of the Contract for Construction* 3.11 for Documentation and As-Built Conditions, and the *Project Closeout Checklist: Contractor Requirements*. Submit maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 - f. Deliver tools, spare parts, extra stock, and similar items.
 - h. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - i. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

2. Inspection Procedures: On receipt of a request for inspection, the Consultant will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - a. The Consultant will repeat inspection when requested and assured that the Work has been substantially completed.
 - b. Results of the completed inspection will form the basis of requirements for final inspection.
- D. FINAL ACCEPTANCE
1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - c. Submit a certified copy of the Consultant's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Consultant.
 - e. Submit consent of surety to final payment.
 - f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 2. Re-inspection Procedure: The Consultant will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Consultant.
 - a. Upon completion of re-inspection, the Consultant will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - b. If necessary, re-inspection will be repeated.
- E. RECORD DOCUMENT SUBMITTALS
1. **See also the *Supplemental Conditions of the Contract for Construction 3.11 for Documentation and As-Built Conditions, and the Project Closeout Checklist: Contractor Requirements.***
 2. General: Do not use record documents (red-line markups) for construction purposes; protect from deterioration and loss in a secure, fire-resistant location; provide access to record documents for the Consultant's reference during normal working hours.
 3. Record Drawings (Red-lined): Maintain two clean, undamaged sets of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the sets to show the red-line changes during the course of construction with actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the

corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

- a. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - b. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 - c. Note related Change Order numbers where applicable.
 - d. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
4. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
- a. Upon completion of the Work, submit record Specifications to the Consultant for the Owner's records.
5. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record drawings and Specifications.
- a. Upon completion of mark-up, submit (3) complete sets of record Product Data to the Consultant for the Owner's records.
6. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Consultant and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area
7. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Consultant for the Owner's records.
8. Maintenance Manuals: Provide one (1) draft copy for review. Provide **one (1)** final paper copy and one electronic pdf file prior to final completion. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 3-inch, 3 ring vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include the following types of information; and others as specified in other Divisions:
- a. Emergency instructions
 - b. Spare parts list
 - c. Copies of warranties
 - d. Wiring diagrams

- e. Recommended "turn around" cycles
- f. Inspection procedures
- g. Shop Drawings and Product Data
- h. Fixture lamping schedule
- i. List of final color and material selections

F. WARRANTIES AND BONDS

1. SUMMARY

- a. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1) Refer to the General Conditions and Supplemental Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2) General closeout requirements are included in Section "Project Closeout."
 - 3) Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
 - 4) Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- b. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- c. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

2. DEFINITIONS

- a. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- b. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

G. WARRANTY REQUIREMENTS

- a. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- b. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- c. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is

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

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

4. SUBMITTALS

- a. Submit written warranties to the Consultant prior to the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.
 - 1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Consultant within fifteen days of completion of that designated portion of the Work.
- b. Forms of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- c. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name or the product, and the name, address and telephone number of the installer.
 - 2) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
- d. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 EXECUTION

A. CLOSEOUT PROCEDURES

1. Functional Demonstration: Demonstrate proper operation of all systems to Consultants and Owners representative prior to request for substantial completion. Coordinate schedule with Consultant.
2. Operating and Maintenance Instructions: Provide two (2) duplicate training sessions for each MSU trade group responsible for systems installed under this project. Coordinate schedule with Owner. Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
 - a. Maintenance manuals
 - b. Record documents
 - c. Spare parts and materials
 - d. Tools
 - e. Lubricants
 - f. Fuels
 - g. Identification systems
 - h. Control sequences
 - i. Hazards
 - j. Cleaning
 - k. Warranties and bonds
 - 1) Maintenance agreements and similar continuing commitments

END OF SECTION 017700

**SECTION 017823
OPERATION AND MAINTENANCE DATA**

PART 1 - GENERAL

1.1 A.RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Product maintenance manuals.
 - 4. Systems and equipment maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. One paper copy and one electronic pdf. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will deliver copies to the Owner.
- C. Manual Submittal: Submit each manual in DRAFT in PDF format form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments. PROVIDE PAPER AND PDF OF FINAL APPROVED MANUALS

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- C. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 9. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: These binders are sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and oversize sheets will need to be folded to 8x11.5.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Precautions against improper use.
 9. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.

7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- CI. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- CII. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
- E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

PART 4 - MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. General: Incorporate as part of the O& M Manuals. Material and finishes to the Architect/Engineer for approval and distribution. Provide one section for architectural products, including applied materials and finishes, and a second section for products designed for moisture protection and products exposed to the water.
 - 1. Refer to individual specification sections for additional requirements on the care and maintenance of materials and finishes
- B. Architectural Products, Applied Materials and Finishes: Provide complete manufacturers data and instructions on the care and maintenance of architectural products, including applied materials and finishes.
- C. Manufacturers Data: Provide complete information on architectural products, including but not limited to the following items, as applicable:
 - 1. Manufacturer's catalog number
 - 2. Size
 - 3. Material composition
 - 4. Color texture reordering information for specially manufactured products
 - 5. Manufacturer and supplier/installers contact information
 - 6. Warranty terms
- D. Care and Maintenance Instruction: Provide complete information on the care and maintenance of architectural products, including the manufacturer's recommendations for the types of cleaning agents to be used and the methods of cleaning. In addition, provide information regarding cleaning agents and methods which could prove detrimental to the product. Include the manufacturer's recommended schedule for cleaning and maintenance.

- E. Manufacturer's Data: Provide complete manufacturer's data giving detailed information including, but not limited to the following, as applicable:
 - 1. Applicable standards
 - 2. Chemical composition
 - 3. Installation details
 - 4. Inspection procedures
 - 5. Maintenance information
 - 6. Repair procedures

- F. Schedule: Provide complete information in the materials and finishes manual on products specified in the following sections: (To be determined with Owner)

- G. Color Schedule: Provide complete information on MSU CPDC provided electronic spreadsheet form, to include manufacturer's name and number, location, item and surface of all painted, stained or treated material, surface or piece of equipment.

END OF SECTION 017823

**SECTION 017839
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. See also General Conditions and Supplemental Conditions of the Contract for Construction.
- B. **See the *Supplemental Conditions of the Contract for Construction 3.11 for Documentation and As-Built Conditions, and the Project Closeout Checklist: Contractor Requirements***
- C. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- D. Related Requirements:
 - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings (Redline Markups): Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Draft Submittal:
 - 1) Submit PDF electronic files of scanned record prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one set(s) of prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name and PPA Number.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

**SECTION 017900
DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 SUMMARY

1. System Demonstration:

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

2. Training:

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

- (2) Heating Plant (Hydronic and steam heating systems, controls)
- (3) Plumbers (Plumbing, gas-fired heating, process piping systems)
- (4) Refrigeration (Refrigeration, chilled water, packaged cooling systems)
- d. Schedule:
 - i. Duplicate training sessions are to be provided for each training module, so that Owner's operating personnel can be split into two groups during training. Duplicate training sessions to be scheduled during different weeks. Length of training sessions will be determined by scope of training, and as coordinated with Owner after draft copy of training documents have been reviewed.

2.1 PRODUCTS

- 1. Not applicable

3.1 EXECUTION

- 1. Demonstration:

- a. Demonstration Program:

- i. Engineer to develop a demonstration program to verify the proper operation of all required systems. Submit program to Owner and Contractor at least two weeks prior to Demonstration.
- ii. Engineer to work with Contractor to generate methods to be used to verify sequences and modes of operation that cannot be verified directly.
- iii. Engineer to provide at least one copy of all submittals, contract drawings, specifications, and changes related to systems to be demonstrated. Documents to be made available during Demonstration.
- iv. Contractor to provide at least one copy of Operating and Maintenance Manuals to be used during demonstration, including specified sequences of operation for field-constructed systems, and operating sequences for all manufactured equipment.

- b. Demonstration Session:

- i. Verify that all systems are functional and ready to operate in all modes prior to demonstration.
- ii. Assemble all program materials required for demonstration.
- iii. Contractor to provide all equipment necessary for access to, and operation of, systems including tools, ladder, lighting, and diagnostic equipment.
- iv. Verify operation of individual components within systems.
- v. Verify controls of related components are coordinated.
- vi. Verify all operating sequences, operating modes, and safety controls.
- vii. Record all pressures, temperatures, and other relevant data available from installed devices.
- viii. Where digital control systems are available, set-up trend reports of relevant parameters which will confirm proper operation of systems installed, modified, or affected by changes made during this project. Provide copies of reports to Engineer and Owner for review. Review, analyze, and discuss results, and provide follow-up reports as required to confirm proper operation.

- 2. Training:

- a. Training Documentation:

- i. Contractor to submit draft copy of agenda and training documents to Owner for review at least two weeks prior to training date.
- ii. Provide a copy of the following items for each person that will be attending the

training sessions. Coordinate required number with the Owner.

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

iii. Provide minimum of 2 copies of following items:

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

b. Training Sessions:

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

END OF SECTION 179000

**SECTION 024119
SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

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

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

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

1.5 PRE-INSTALLATION MEETINGS

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

1.6 CLOSEOUT SUBMITTALS

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

1.7 FIELD CONDITIONS

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

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

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

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

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

DII. Utility Service: Maintain existing utilities and the protection facilities indicated to remain in and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit and email a written report to Architect and MSU Project Manager.

3.2

UTILITY SERVICES AND MECHANICAL/ ELECTRICAL SYSTEMS

A. Existing Services/ Systems to Remain: Maintain services/ systems indicated to remain and protect them against damage.

B. Comply with requirements for existing services/ systems interruptions specified in Section 011000 "Summary."

C. Existing Services/ Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/ electrical systems serving areas to be selectively demolished.

1. If services/ systems are required to be removed, relocated, or abandoned, provide temporary

services/ systems that bypass area of selective demolition and that maintain continuity of services/ systems to other parts of building.

2. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
3. Piping to be removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
4. Piping to be abandoned in place: Drain piping and cap or plug piping with same or compatible piping material.
5. Equipment to be removed: Disconnect and cap services and remove equipment.
6. Equipment to be removed and reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
7. Equipment to be removed and salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
8. Ducts to be removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
9. Ducts to be abandoned in place: Cap or plug ducts with same or compatible ductwork material.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls".

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

B. . Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

C. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

D. Do not use cutting torches for selective demolition operations.

E. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

F. Dispose of demolished items and materials promptly.

G. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on campus as directed by Owner.
5. Protect items from damage during transport and storage.

H. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- I. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 Waste "Construction Management and Disposal".

B. Burning: Do not burn demolished materials.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 064100

ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Specially fabricated cabinet units.
- B. Countertops.
- C. Hardware.
- D. Preparation for installing utilities.

1.2 RELATED REQUIREMENTS

- A. Section 123600 - Countertops.

1.3 REFERENCE STANDARDS

- A. ANSI A208.1 - American National Standard for Particleboard; 2022.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- D. BHMA A156.9 - Cabinet Hardware; 2020.
- E. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

1.4 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot (125 mm to 1 m), minimum.
 - 2. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
 - 1. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.

- B. Quality Certification:
 - 1. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
 - 2. Provide designated labels on shop drawings as required by certification program.
 - 3. Provide designated labels on installed products as required by certification program.
 - 4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.
 - 5. Replace, repair, or rework all work for which certification is refused.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect units from moisture damage.

1.7 FIELD CONDITIONS

- A. During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

PART 2 PRODUCTS

2.1 CABINETS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Plastic Laminate Faced Cabinets: Custom grade.
- C. Cabinets:
 - 1. Adjustable Shelf Loading: 40 psf (19.5 gm/sq cm).
 - a. Deflection: L/144.
 - 2. Cabinet Style: Flush overlay.
 - 3. Cabinet Doors and Drawer Fronts: Flush style.
 - 4. Drawer Side Construction: Manufacturer's option.
 - 5. Drawer Construction Technique: As recommended by fabricator.

2.2 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

2.3 Panel Core Materials

- A. Particleboard: Composite panel composed of cellulosic particles, additives, and bonding system; comply with ANSI A208.1.
 - 1. Grade: M-2; moisture resistance: MR10.
 - 2. Panel Thickness: 3/4 inch (19.1 mm).

2.4 Thermally Fused Laminate Panels

- A. Thermally Fused Laminate (TFL): Melamine- or polyester-resin-saturated decorative papers; for fusion to composite wood substrates under heat and pressure.
 - 1. Test in accordance with NEMA LD 3 Section 3.
 - 2. Panel Core Substrate: Particleboard.
 - 3. Color: White.
 - 4. Products:
 - a. Wilsonart LLC; Thermally Fused Laminate Panels: www.wilsonart.com/#sle.
 - b. Substitutions: See Section 016000 - Product Requirements.

2.5 LAMINATE MATERIALS

- A. Manufacturers:
 - 1. Wilsonart LLC: www.wilsonart.com.
 - 2. Substitutions: See Section 016000 - Product Requirements.
- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications.

2.6 COUNTERTOPS

- A. Countertops: See Section 123600.

2.7 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Plastic Edge Banding: Extruded PVC, convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness.
 - 1. Color: As selected by Architect from manufacturer's standard range.

2.8 HARDWARE

- A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.
- B. Metal Z-Shaped Wall Cabinet Support Clips: Paired, cleated, structural anchorage components applied to back of cabinets and walls for wall cabinet mounting.
- C. Adjustable Shelf Supports: Standard side-mounted system using recessed metal shelf standards or multiple holes for pin supports and coordinated self rests, polished chrome finish, for nominal 1 inch (25 mm) spacing adjustments.
- D. Countertop Support Brackets: Fixed, L-shaped, face-of-stud mounting.
 - 1. Materials: Steel; T-shape cross-section.
 - a. Color: Black.
 - b. Height: 9 inches (230 mm).
 - c. Support Length: 15 inches (380 mm).
 - d. Width: 1 inch (25 mm).

- E. Drawer and Door Pulls: "U" shaped wire pull, steel with chrome finish, 4 inch centers ("U" shaped wire pull, steel with chrome finish, 100 mm centers).
- F. Drawer Slides:
 - 1. Type: Full extension.
 - 2. Static Load Capacity: Commercial grade.
 - 3. Mounting: Side mounted.
 - 4. Stops: Integral type.
 - 5. Features: Provide self closing/stay closed type.
- G. Soft-Close, Door and Drawer Adjustable Dampers:
- H. Hinges: European style concealed self-closing type, steel with nickel-plated finish.

2.9 FABRICATION

- A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- B. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

3.2 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- C. Use concealed joint fasteners to align and secure adjoining cabinet units.
- D. Secure cabinets to floor using appropriate angles and anchorages.

3.3 ADJUSTING

- A. Adjust moving or operating parts to function smoothly and correctly.

3.4 CLEANING

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

SECTION 092116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

1.2 RELATED REQUIREMENTS

1.3 REFERENCE STANDARDS

- A. AISI S201 - North American Standard for Cold-Formed Steel Framing - Product Data; 2017.
- B. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing; 2020.
- C. AISI S240 - North American Standard for Cold-Formed Steel Structural Framing; 2015, with Errata (2020).
- D. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members; 2015.
- E. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories; 2020.
- F. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2020.
- G. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2023.
- H. 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.
- I. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- J. GA-216 - Application and Finishing of Gypsum Panel Products; 2021.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the installation of gypsum board assemblies with size, location, and installation of service utilities.

1.5 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide data on metal framing, gypsum board, accessories, and joint finishing system.
 - 2. Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

1.6 Delivery, Storage, and Handling

- A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Store gypsum products and accessories indoors and keep above freezing. Elevate boards above floor, on nonwicking supports, in accordance with manufacturer's recommendations.
- C. Store metal products to prevent corrosion.

PART 2 PRODUCTS

2.1 METAL FRAMING MATERIALS

- A. Material and Product Requirements Criteria: AISI S201.
- B. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S220 or equivalent.
- C. Nonstructural Framing System Components: AISI S220; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf (L/120 at 240 Pa).
 - 1. Studs: C-shaped with knurled or embossed faces.
 - 2. Runners: U shaped, sized to match studs.

2.2 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 3. USG Corporation: www.usg.com.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces, unless otherwise indicated.
 - 2. Thickness:
 - a. Vertical Surfaces: 5/8 inch (16 mm).
 - 3. Mold-Resistant, Paper-Faced Products:
 - a. American Gypsum Company; M-Bloc Type X: www.americangypsum.com/#sle.

- b. CertainTeed Corporation; M2Tech 5/8" Type X Moisture & Mold Resistant Drywall: www.certainteed.com.
- c. USG Corporation; Sheetrock Brand Mold Tough Firecode SCX Panels 5/8 in. (15.9 mm): www.usg.com.
- d. Substitutions: See Section 016000 - Product Requirements.

2.3 GYPSUM BOARD ACCESSORIES

- A. 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

3.1 EXAMINATION

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

3.2 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C1007/AISI S220 and manufacturer's instructions.
- B. Studs: Space studs at 16 inches on center (at 406 mm on center).
 - 1. Extend partition framing to height noted in plans.

3.3 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

3.4 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
 - 2. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).
- D. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

3.5 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

3.6 Protection

- A. Protect installed gypsum board assemblies from subsequent construction operations.

END OF SECTION

SECTION 095100
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1 REFERENCE STANDARDS

- A. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- B. ASTM C635/C635M - Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2022.
- C. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2019.
- D. 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; 2022.
- E. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2023.

1.2 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on suspension system components and acoustical units.

1.3 QUALITY ASSURANCE

- A. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.4 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acoustic Tiles/Panels:
 - 1. Certaineed Architectural: www.certainteed.com/ceilings-and-walls.

2.2 ACOUSTICAL UNITS

- A. Acoustical Panels: Mineral fiber with membrane-faced overlay, with the following characteristics:
 - 1. Classification: ASTM E1264 Type IV.
 - a. Pattern: "E" - lightly textured.
 - 2. Size: 24 by 48 inches.
 - 3. Thickness: 3/4 inch.
 - 4. Panel Edge: Square.
 - 5. Color: White.
 - 6. Suspension System: Exposed grid.
 - 7. Products:
 - a. Certainteed - BQCL-224 Baroque Custom line.

2.3 SUSPENSION SYSTEM(S)

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, and splices as required.
 - 1. Product: Rockfon - 15/16 T Stab
 - 2. Materials:
 - a. Aluminum Grid: Aluminum sheet, ASTM B209/B209M.

2.4 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.
- C. Perimeter Moldings: Same metal and finish as grid.
 - 1. Angle Molding: L-shaped, for mounting at same elevation as face of grid.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.2 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.

- C. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
- D. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- E. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- F. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- G. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- H. Do not eccentrically load system or induce rotation of runners.

3.3 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- E. Cutting Acoustical Units:
 - 1. Make field cut edges of same profile as factory edges.

3.4 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

3.5 CLEANING

- A. Replace damaged or abraded components.

END OF SECTION

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SECTION 096500
RESILIENT FLOORING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Resilient tile flooring.
- B. Resilient base.
- C. Installation accessories.

1.2 RELATED REQUIREMENTS

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

1.3 REFERENCE STANDARDS

- A. ASTM F1700 - Standard Specification for Solid Vinyl Floor Tile; 2020.
- B. ASTM F1861 - Standard Specification for Resilient Wall Base; 2021.

1.4 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 016000 - Product Requirements, for additional provisions.
 - 2. Extra Flooring Material: 20 sf of each type and color.
 - 3. Extra Wall Base: 10 linear feet of each type and color.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in installing specified flooring with minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store all materials off of the floor in an acclimatized, weather-tight space.

1.7 FIELD CONDITIONS

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

PART 2 PRODUCTS

2.1 TILE FLOORING

- A. Vinyl Tile: Printed film type, with transparent or translucent wear layer; acoustic interlayer or backing.
 - 1. Manufacturers:
 - a. Patcraft; Resilient Plank: www.patcraft.com.
 - b. Substitutions: See Section 016000 - Product Requirements.
 - 2. Minimum Requirements: Comply with ASTM F1700, Class III.
 - 3. Plank Tile Size: 7.75 by 48 inch (19.68 by 121.92 mm).
 - 4. Wear Layer Thickness: 0.020 inch (0.50 mm).
 - 5. Total Thickness: 0.20 inch (5 mm).
 - 6. Color: As indicated on drawings.

2.2 RESILIENT BASE

- A. Resilient Base: ASTM F1861, Type TS, rubber, vulcanized thermoset; style as scheduled.
 - 1. Manufacturers:
 - a. Roppe Corporation; Contours Profiled Wall Base System: www.roppe.com/#sle.
 - b. Substitutions: See Section 016000 - Product Requirements.
 - 2. Height: 4 inches (100 mm).
 - 3. Thickness: 0.125 inch (3.2 mm).
 - 4. Finish: to match existing base.
 - 5. Color: As indicated on drawings.

2.3 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
- 1. VOC Content Limits: zero
- C. Moldings, Transition and Edge Strips: same material as base.
- D. Sealer and Wax: Types recommended by flooring manufacturer. For existing VCT tile only.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive a resilient base.

3.2 PREPARATION

- A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- B. Remove subfloor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with subfloor filler to achieve smooth, flat, hard surface.
- C. Prohibit traffic until filler is fully cured.
- D. Clean substrate.

3.3 Installation - General

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Adhesive-Applied Installation:
 - 1. Fit joints and butt seams tightly.
 - 2. Set flooring in place, press with heavy roller to attain full adhesion.
- D. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
 - 1. Resilient Strips: Attach to substrate using adhesive.
- E. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

3.4 Installation - Tile Flooring

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.
- B. Install plank tile with a random offset of at least 6 inches (152 mm) from adjacent rows.

3.5 Installation - Resilient Base

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches (45 mm) between joints.

- B. Install base on solid backing. Bond tightly to wall and floor surfaces.
- C. Scribe and fit to door frames and other interruptions.

3.6 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

3.7 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION

SECTION 099123
INTERIOR PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- 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. Concealed pipes, ducts, and conduits.

1.2 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 6 - Commercial Blast Cleaning; 2007.
- E. SSPC-SP 13 - Surface Preparation of Concrete; 2018.

1.3 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.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.5 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.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
- B. Paints:
 - 1. Behr Paint Company: www.behr.com.
 - 2. PPG Paints: www.ppgpaints.com.
 - 3. Sherwin-Williams Company: www.sherwin-williams.com.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 016000 - Product Requirements.

2.2 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. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. 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:
 - 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of 0.

2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Colors: To be selected from manufacturer's full range of available colors.
1. Selection to be made by Architect after award of contract.

2.3 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, concrete masonry units, plaster, uncoated steel, and shop primed steel.
1. Two top coats and one coat primer.
 2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143, 144, 145, 146, 147, or 148.
 - a. Products:
 - 1) Sherwin-Williams ProMar 200 HP Series, Eg-Shel. (MPI #145)
 3. Top Coat Sheen:
 - a. Eggshell: MPI gloss level 3; use this sheen for smooth walls.
 - b. Semi-Gloss: MPI gloss level 5; use this sheen for block walls.

2.4 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
1. Interior Institutional Low Odor/VOC Primer Sealer; MPI #149.

PART 3 EXECUTION

3.1 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. Plaster and Stucco: 12 percent.
 3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.

3.2 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. Concrete:
 - 1. Prepare surface as recommended by top coat manufacturer and according to SSPC-SP 13.
- F. Masonry:
 - 1. Prepare surface as recommended by top coat manufacturer.
- G. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high-alkali surfaces.
- I. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 Commercial Blast Cleaning. Protect from corrosion until coated.

3.3 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. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.4 CLEANING

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

3.5 PROTECTION

- A. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

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SECTION 123600

COUNTERTOPS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Countertops for architectural cabinet work.

1.2 RELATED REQUIREMENTS

- A. Section 064100 - Architectural Wood Casework.

1.3 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- B. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.
- C. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- D. PS 1 - Structural Plywood; 2023.

1.4 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.
- D. Verification Samples: For each finish product specified, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- E. Test Reports: Chemical resistance testing, showing compliance with specified requirements.

1.5 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.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 FIELD CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.1 COUNTERTOPS

- A. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
 - 1. Flat Sheet Thickness: 1/2 inch (12 mm), minimum.
 - 2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
 - a. Manufacturers:
 - 1) Corian; www.corian.com.
 - 2) Substitutions: See Section 016000 - Product Requirements.
 - b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
 - c. NSF approved for food contact.
 - d. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.
 - 3. Other Components Thickness: 1/2 inch (12 mm), minimum.
 - 4. Exposed Edge Treatment: Built up to minimum 1-1/4 inch (32 mm) thick; square edge; use marine edge at sinks.
 - 5. Back and End Splashes: Same sheet material, square top; minimum 4 inches (102 mm) high.
 - 6. Fabricate in accordance with manufacturer's standard requirements.

2.2 MATERIALS

- A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch (19 mm) thick; join lengths using metal splines.
- B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

2.3 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
 - 1. Join lengths of tops using best method recommended by manufacturer.

2. Fabricate to overhang fronts and ends of cabinets 1 inch (25 mm) except where top butts against cabinet or wall.
 3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.
- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
 2. Height: 4 inches (102 mm), unless otherwise indicated.
- C. Solid Surfacing: Fabricate tops and wall panels up to 144 inches (3,657 mm) long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.

PART 3 EXECUTION

3.1 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.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.2 INSTALLATION

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- B. Apply sealer products in accordance with manufacturer's written instructions.
- C. Seal joint between back/end splashes and vertical surfaces.

3.3 TOLERANCES

- A. Variation From Horizontal: 1/8 inch in 10 feet (3 mm in 3 m), maximum.
- B. Offset From Wall, Countertops: 1/8 inch (3 mm) maximum; 1/16 inch (1.5 mm) minimum.
- C. Field Joints: 1/8 inch (3 mm) wide, maximum.

3.4 PROTECTION

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

END OF SECTION

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SECTION 221005
PLUMBING PIPING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sanitary waste piping, buried within 5 feet of building.
- B. Sanitary waste piping, above grade.
- C. Domestic water piping, above grade.
- D. Pipe hangers and supports.
- E. Ball valves.

1.2 REFERENCE STANDARDS

- A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2021.
- B. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2021.
- C. ASME B31.9 - Building Services Piping; 2020.
- D. ASTM B32 - Standard Specification for Solder Metal; 2020.
- E. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2022.
- F. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2020.
- G. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube; 2016.
- H. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings; 2016.
- I. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems; 2020.
- J. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings; 2020.
- K. ASTM D2855 - Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets; 2020.

- L. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings; 2023.
- M. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry; 2018, with Editorial Revision (2020).
- N. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements; 2023.
- O. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).
- P. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010, with Errata.
- Q. NSF 61 - Drinking Water System Components - Health Effects; 2023.
- R. NSF 372 - Drinking Water System Components - Lead Content; 2022.

1.3 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.
- C. Shop Drawings: For non-penetrating rooftop supports, submit detailed layout developed for this project, with design calculations for loadings and spacings.
- D. Project Record Documents: Record actual locations of valves.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 016000 - Product Requirements for additional provisions.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.

- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.2 SANITARY WASTE PIPING, BURIED WITHIN 5 FEET OF BUILDING

- A. PVC Pipe: ASTM D2665 or ASTM D3034.
 - 1. Fittings: PVC.
 - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.

2.3 SANITARY WASTE PIPING, ABOVE GRADE

- A. PVC Pipe: ASTM D2665.
 - 1. Fittings: PVC.
 - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.

2.4 DOMESTIC WATER PIPING, ABOVE GRADE

- A. Copper Pipe: ASTM B88 (ASTM B88M), Type K (A), Drawn (H).
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
 - 2. Joints: ASTM B32, alloy Sn95 solder.

2.5 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
 - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
 - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
- a. Cold and Hot Pipe Sizes 6 inch and Larger: Double hangers.
 - 3. Trapeze Hangers: Welded steel channel frames attached to structure.
 - 4. Vertical Pipe Support: Steel riser clamp.
 - 5. Floor Supports: Concrete pier or steel pedestal with floor flange; fixture attachment.
- B. Plumbing Piping - Drain, Waste, and Vent:
 - 1. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
 - 2. Hangers for Pipe Sizes 2 inch and Over: Carbon steel, adjustable, clevis.

3. Wall Support for Pipe Sizes to 3 inch: Cast iron hook.
 4. Wall Support for Pipe Sizes 4 inch and Over: Welded steel bracket and wrought steel clamp.
 5. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- C. Plumbing Piping - Water:
1. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
 2. Hangers for Cold Pipe Sizes 2 inch and Over: Carbon steel, adjustable, clevis.
 3. Hangers for Hot Pipe Sizes 2 to 4 inch: Carbon steel, adjustable, clevis.
 4. Wall Support for Pipe Sizes Up to 3 inch: Cast iron hook.
 5. Wall Support for Pipe Sizes 4 inch and Larger: Welded steel bracket and wrought steel clamp.
 6. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 7. Floor Support for Hot Pipe Sizes to 4 inch: Cast iron adjustable pipe saddle, locknut, nipple, floor flange, and concrete pier or steel support.
 8. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
- D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
1. Concrete Wedge Expansion Anchors: Comply with ICC-ES AC193.
 2. Masonry Wedge Expansion Anchors: Comply with ICC-ES AC01.
 3. Concrete Screw Type Anchors: Comply with ICC-ES AC193.
 4. Masonry Screw Type Anchors: Comply with ICC-ES AC106.
 5. Concrete Adhesive Type Anchors: Comply with ICC-ES AC308.
 6. Other Types: As required.

2.6 BALL VALVES

- A. Manufacturers:
1. Anvil International: www.anvilintl.com.
 2. Apollo Valves: www.apollovalves.com.
 3. Grinnell Products: www.grinnell.com.
 4. Nibco, Inc: www.nibco.com.
 5. Or Approved Equal.
- B. Construction, 4 inch and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, threaded or grooved ends with union.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

- A. Ream pipe and tube ends. Remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- G. Provide access where valves and fittings are not exposed.
- H. Install vent piping penetrating roofed areas to maintain integrity of roof assembly.
- I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welding.
- J. Prepare exposed, unfinished pipe, fittings, supports, and accessories for finish painting.
- K. Install valves with stems upright or horizontal, not inverted.
- L. Install water piping to ASME B31.9.
- M. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.
- N. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- O. Sleeve pipes passing through partitions, walls, and floors.
- P. Inserts:
 - 1. Provide inserts for placement in concrete formwork.
 - 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.

3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
 5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.
- Q. Pipe Hangers and Supports:
1. Install in accordance with ASME B31.9.
 2. Support horizontal piping as indicated.
 3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
 4. Place hangers within 12 inches of each horizontal elbow.
 5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 6. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
 7. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
 8. Provide copper plated hangers and supports for copper piping.
 9. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- R. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

3.4 APPLICATION

- A. Install unions downstream of valves and at equipment or apparatus connections.
- B. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.

3.5 TOLERANCES

- A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.
- B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

3.6 FIELD TESTS AND INSPECTIONS

- A. Verify and inspect systems according to requirements by the Owner. In the absence of specific test and inspection procedures proceed as indicated below.
- B. Domestic Water Systems:
 1. Perform hydrostatic testing for leakage prior to system disinfection.

2. Test Preparation: Close each fixture valve or disconnect and cap each connected fixture.
3. General:
 - a. Fill the system with water and raise static head to 10 psi above service pressure. Minimum static head of 50 to 150 psi. As an exception, certain codes allow a maximum static pressure of 80 psi.
- C. Test Results: Document and certify successful results, otherwise repair, document, and retest.

3.7 SCHEDULES

- A. Pipe Hanger Spacing:
 1. Metal Piping:
 - a. Pipe Size: 1/2 inch to 1-1/4 inch:
 - 1) Maximum Hanger Spacing: 6.5 ft.
 - 2) Hanger Rod Diameter: 3/8 inches.
 - b. Pipe Size: 1-1/2 inch to 2 inch:
 - 1) Maximum Hanger Spacing: 10 ft.
 - 2) Hanger Rod Diameter: 3/8 inch.
 - c. Pipe Size: 2-1/2 inch to 3 inch:
 - 1) Maximum Hanger Spacing: 10 ft.
 - 2) Hanger Rod Diameter: 1/2 inch.
 2. Plastic Piping:
 - a. All Sizes:
 - 1) Maximum Hanger Spacing: 6 ft.
 - 2) Hanger Rod Diameter: 3/8 inch.

END OF SECTION

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SECTION 221006

PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cleanouts.

1.2 REFERENCE STANDARDS

- A. NSF 61 - Drinking Water System Components - Health Effects; 2023.
- B. NSF 372 - Drinking Water System Components - Lead Content; 2022.
- C. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.
- D. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Specialties in Potable Water Supply Systems: Provide products that comply with NSF 61 and NSF 372 for maximum lead content.

2.2 CLEANOUTS

- A. Manufacturers:
 - 1. Jay R. Smith Manufacturing Company: www.jrsmith.com.
 - 2. Josam Company: www.josam.com.
 - 3. MIFAB, Inc; C1100-R: www.mifab.com.
 - 4. Zurn Industries, LLC: www.zurn.com.
- 5. Or Approved Equal.
- B. Cleanouts at Interior Finished Floor Areas:
 - 1. Lacquered cast iron body with anchor flange, reversible clamping collar, threaded top assembly, and round gasketed scored cover in service areas and round gasketed depressed cover to accept floor finish in finished floor areas.
- C. Cleanouts at Interior Finished Wall Areas:
 - 1. Line type with lacquered cast iron body and round epoxy coated gasketed cover, and round stainless steel access cover secured with machine screw.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.

END OF SECTION

SECTION 224000
PLUMBING FIXTURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Utility Sinks.
- B. Under-lavatory pipe supply covers.

1.2 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. ASME A112.18.1 - Plumbing Supply Fittings; 2018, with Errata.
- C. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures; 2011 (Reaffirmed 2022).
- D. ASME A112.19.3 - Stainless Steel Plumbing Fixtures; 2022.
- E. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- F. NSF 61 - Drinking Water System Components - Health Effects; 2023.
- G. NSF 372 - Drinking Water System Components - Lead Content; 2022.
- H. UL (DIR) - Online Certifications Directory; Current Edition.

1.3 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
 - 1. Data Sheets for each fixture shall be boldly marked with the same fixture identification as found on the plans and the Plumbing Fixture Schedule (P-1, P-2, P-#, etc).
- C. Manufacturer's Instructions: Indicate installation methods and procedures.
- D. Maintenance Data: Include fixture trim exploded view and replacement parts lists.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 016000 - Product Requirements for additional provisions.
 - 2. Extra Lavatory Supply Fittings: One set of each type and size.
 - 3. Extra Shower Heads: One of each type and size.
 - 4. Extra Toilet Seats: One of each type and size.
 - 5. Flush Valve Service Kits: One for each type and size.

1.4 QUALITY ASSURANCE

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

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on-site in factory packaging. Inspect for damage.
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.6 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Provide five year manufacturer warranty for electric water cooler.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.
- B. Fixtures and their trim shall be complete in every respect, including such items as escutcheons, hanger plates, bolts, supplies, stops, traps, etc.
- C. Fixture trim for the entire project shall be supplied by the same manufacturer to the extent possible in order to minimize spare parts inventories.
- D. All mixing faucets which could receive a hose connection, all mop faucet, thermostatic mixing valves and all shower mixing valves are to be installed with separate check valves in each supply pipe regardless of whether the design of the faucet or valve precludes the possibility of backflow or crossflow.
- E. See the "Plumbing Fixture Schedule" on the drawings or notes on the drawings for fixture types.

2.2 REGULATORY REQUIREMENTS

- A. Comply with applicable codes for installation of plumbing systems.
- B. Comply with UL (DIR) requirements.
- C. Perform work in accordance with local health department regulations.
- D. Provide certificate of compliance from Authority Having Jurisdiction indicating approval of installation.

2.3 FIXTURE STOPS

- A. Fixture stops shall be heavy duty commercial grade type with FPT inlet connection and shall be the first line of a primary plumbing fixture manufacturer (such as American Standard or Kohler), or the product of a specialty manufacturing company such as BrassCraft.
- B. Stops shall be ¼ turn ball valve type with chromium-plated brass body and solid plated metal stem and rated for continuous use up to 180°F such as BrassCraft model 'KT' or Chicago Faucet model STB-11-00-AB.
- C. Stop handles to be lever or blade type or loose key.

2.4 SINKS

- A. Manufacturers:
 - 1. American Standard, Inc: www.americanstandard-us.com.
 - 2. Kohler Company: www.kohler.com.
 - 3. Or Approved Equal.
- B. Single Compartment Bowl
 - 1. ASME A112.19.3; 25 by 22 by 6 inch outside dimensions, 18 gauge, 0.050 inch thick, type 304 stainless steel, self-rimming and undercoated, with ledge back drilled for trim.
 - 2. Drain: 1-1/2 inch chromed brass.
 - 3. Drain: 3-1/2 inch crumb cup and tailpiece.
- C. Kitchen Faucets:
 - 1. Manufacturers:
 - a. American Standard, Inc; www.americanstandard-us.com.
 - b. Kohler Company: www.kohler.com.
 - c. Or Approved Equal.
 - 2. Single Handle Faucet with Three-Function Pulldown Spray Head:
 - a. Minimum Spout Height: 8 inch.
 - b. Minimum Spout Reach: 8-1/4 inch.
 - c. Type: Deck-mount, swivel faucet with mounting plate.
 - d. Spray Functions: Stream, full spray and pause at 1.5 gpm, maximum.
 - e. ASME A112.18.1, ADA Standards, and NSF 61 compliant assembly.
 - f. Materials: Ceramic disc-cartridge valve on brass body with polished chrome finish.

- D. Accessories: Provide braided water supply lines, slip-joint p-trap, and stainless steel basket strainer.

2.5 UNDER-LAVATORY PIPE SUPPLY COVERS

- A. Manufacturers:
 - 1. Plumberex Specialty Products, Inc: www.plumberex.com.
 - 2. Or Approved Equal.
- B. General:
 - 1. Insulate exposed drainage piping including hot, cold and tempered water supplies under lavatories or sinks per ADA Standards.
 - 2. Construction: 1/8 inch PVC with antimicrobial, antifungal and UV resistant properties.
 - a. Comply with ASME A112.18.9 for covers on accessible lavatory piping.
 - b. Comply with ICC A117.1.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify that electric power is available and of the correct characteristics.
- C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

3.2 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome-plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.
- C. Install components level and plumb.
- D. Install and secure fixtures in place with wall supports and bolts.
- E. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.
- F. Indirect Waste piping shall be securely mounted and supported.
- G. Where concealed arm carriers cannot be used, all wall-supported fixtures will be supported by a heavy duty wall plates or supports designed for the specific fixture.

The contractor shall provide adequate blocking, reinforcing and stiffening of plumbing walls to adequately support the fixture or wall support. Fixture installation which causes deflection of the wall will require reopening of the wall and re-support of the fixture.

- H. Install specified insulation system to water supplies and waste piping serving all lavatories with exposed piping. These include all wall-mount lavatories (whether mounted at A.D.A. height or not) and all counter-mount lavatories without cabinets below them.

3.4 INTERFACE WITH WORK OF OTHER SECTIONS

- A. Review millwork shop drawings. Confirm location and size of fixtures and openings before rough-in and installation.

3.5 ADJUSTING

- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

- A. Clean plumbing fixtures and equipment.

3.7 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Do not permit use of fixtures by construction personnel.
- C. Repair or replace damaged products before Date of Substantial Completion.

3.8 SCHEDULES

- A. See Plans.

END OF SECTION

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SECTION 230000

GENERAL PROVISIONS FOR MECHANICAL WORK

PART 1 GENERAL

1.1 ALTERNATES

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

1.2 BIDDING

- A. The Contractor shall provide labor, materials, equipment, items, articles, operations and methods listed, shown, scheduled, or mentioned on the drawings, and/or specified, including all incidentals required for their completion.
- B. The scope of work includes a detailed and documented startup and testing routine prior to final acceptance. The mechanical contractor, controls contractor and test and balance contractor are required to participate on a full-time basis.
- C. The Contractor shall refer to the General part of these specifications, such as Instructions to Bidders, Special Conditions and DIVISION 01 GENERAL REQUIREMENTS for restrictions covering time that work can be performed in certain areas, noisy and dusty operations, sequence of work, access to restricted areas and similar types of work and operations.

1.3 SUBSTITUTIONS

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

- E. The performance of the factory representative and supplier on past work will be a consideration in the approval process of substitute items.
- F. The final decision as to acceptability rests with the Engineer.

1.4 RELATED REQUIREMENTS

- A. This section applies to all sections of DIVISION 23, HEATING, VENTILATING, AND AIR CONDITIONING of this project specification, unless specified otherwise in the individual section.

1.5 QUALITY ASSURANCE

- A. Provide materials and equipment that are standard products of manufacturers regularly engaged in the manufacture of such products, which are of a similar material, design and workmanship. Standard products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year use shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period.
- B. Products having less than a two-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturer's factory or laboratory tests, can be shown.
- C. The equipment items shall be supported by service organizations. Submit a certified list of qualified permanent service organizations for support of the equipment which includes their addresses and qualifications. These service organizations shall be reasonably convenient to the equipment installation and able to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.
- D. Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.6 CODES, REGULATIONS AND PERMITS

- A. All materials and equipment shall be new, approved by the governing authority, and be in new, undamaged condition when installed.
- B. Comply with the 2021 International Mechanical Code, most current National Fire Protection Association Fire Codes, the 2021 International Fuel Gas Code, the 2021 Uniform Plumbing Code, the 2021 International Building Code, and all other applicable Federal, State, County and City codes, regulations and ordinances. Comply with DIVISION 26 and all codes referenced therein for any and all electrical work accomplished under this Division or by this Contractor.
- C. Arrange for and obtain all permits and approvals required for the execution of the work.

1.7 INTENT OF DRAWINGS

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

1.8 WORKMANSHIP

- A. Work shall be accomplished by workmen skilled in the particular trade, in conformance with best practices and to meet all applicable codes.
- B. This Contractor shall replace materials or equipment not properly installed or finished, without increase in payment received.

1.9 RESPONSIBILITY

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

1.10 DELIVERY AND STORAGE OF MATERIALS

- A. Make provisions which are acceptable to the Government for delivery and storage of materials. See DIVISION 01 GENERAL REQUIREMENTS.
- B. Make provisions for introduction into the building of equipment furnished under this Division. See DIVISION 01 GENERAL REQUIREMENTS for additional provisions to allow equipment passage into the building.

- C. All materials shall be protected from damage and from weather. Cover, enclose and protect all stored materials and preserve in new, clean condition. Keep all openings in pipe, ductwork and equipment closed with caps and covers. All materials shall be elevated above the ground or floor during storage.
- D. All materials and products installed shall be new and shall be in new and undamaged condition. Materials which are rusted, weathered or otherwise depleted in condition shall not be installed.

1.11 MANUFACTURER'S DIRECTIONS

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

1.12 CUTTING, PATCHING, REPAIRING

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

1.13 OPENINGS IN PIPES AND DUCTS

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

1.14 CLEANUP

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

1.15 FIRE PROTECTION

- A. Metallic pipe, duct and other penetrations of all fire partitions, walls and floors shall be effectively fire-stopped to equal the fire rating of the floor or partition using

materials and methods UL approved and tested to meet all conditions of ASTM E119, UL 1479 and ASTM E 814 tests. One such material is Carborundum bulk "Fiberfrax" fiber packing for filling the annular space between pipe and sleeve or hole and Fiberfrax LDS moldable caulking for sealing in the fiber packing. Other acceptable materials are Dow Corning 3-6548 Silicon RTV foam firestop system, General Electric 'Pensil' 851 system or U.S.G. fire code compound and Thermafire.

- B. PVC pipe, duct penetrations to be fire stopped same as metallic penetrations with the addition of an intumescent wrap to effectively close the hole if PVC vaporizes.
- C. In lieu of using caulks or other field-placed filler materials as noted above, the fire stopping of pipe penetrations may be accomplished using a fire-rated intumescent mechanical seal system such as "Metraseal 120" as produced by the Metraflex Company. Where the use of such seal systems are specifically noted on plans, then only these systems shall be utilized.
- D. Construction of permanent bracing, framing, roof curbs and platforms or other structures which utilize wood construction shall be fabricated from fire resistant treated materials or shall be otherwise protected by approved fire resistant materials.

1.16 ACCESS DOORS

- A. Where access to valves, dampers, equipment, etc. is required, provide Inryco/Milcor Type "K", "DW", or "M" doors. Access doors required in fire-rated walls or ceilings shall be U.L. approved, similar and equal to Ruskin #APW1. Size of door shall be sufficient to provide proper access to item, if size is not listed on the drawings.

1.17 COMPLETION AND TESTS

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

1.18 OPERATING INSTRUCTIONS

- A. The Contractor shall provide qualified personnel to instruct the Government's maintenance personnel in the operation and maintenance of all the new systems and equipment. In general, these instructions may be given by the installer of the system. However, some equipment or systems require instruction be given by an authorized agent of the supplier or manufacturer. See the individual Sections of this Division for specific training requirements.
- B. Written operation and maintenance instructions, as produced by the manufacturer, shall be provided for all equipment. These instructions shall be bound and submitted as described in this Section.

1.19 REMODELING WORK

- A. Wherever existing mechanical systems, plumbing, heating, service lines, piping, ducts, controls, etc., are cut, removed, or interrupted as a result of the contract work, all such items that serve areas or equipment that remain shall be replaced, rerouted, extended, relocated, etc., as necessary to maintain operation of equipment and services.
- B. Downtime shall be held to a minimum. Outages shall be scheduled at a time acceptable to and approved by the Owner. Consult with the Owner in sufficient time for them to make necessary preparations for the outage.
- C. Demolition
 - 1. Refer to the drawings for execution of demolition.
 - 2. All existing equipment and material removed and not scheduled for reinstallation shall remain the property of the Owner and shall be delivered to a designated stockpile area on the site by the Contractor. Materials not wanted by the Owner shall be removed from the site by the Contractor.
- D. Asbestos Awareness
 - 1. If suspect asbestos materials are encountered, the contractor shall cease work in that area and inform the owner of his suspicions and will not proceed with work until such time that a determination can be made on how to proceed.
- E. Site Investigation
 - 1. The Contractor shall be cognizant that this is a remodeling project and as such, certain items cannot be fully illustrated nor explained without field observation. Before submitting his proposal, the Contractor should examine the site and building as it pertains to this project and make allowances in his proposal for all conditions that will affect the work indicated in the project manual and contract documents. This would include hidden and other discovered obstacles such as existing pipes, ducts and equipment not necessarily shown on the project drawings.
- F. Building access may be arranged by contacting the Engineer.

1.20 RECORD DRAWINGS

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

PART 2 SUBMITTALS AND BROCHURES OF EQUIPMENT

2.1 GENERAL

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

- B. "Submittals" is a general term for informational literature which must be supplied to and approved by the Contractor and the Engineer prior to installing, receiving, or in some instances, even ordering equipment. The normal required types of submittals include shop drawings, manufacturer's literature, installation and operation instructions (from the manufacturer) and wiring diagrams. System reports, such as start-up reports or balancing reports, and the project completion checklist are two forms of submittals which are required after the equipment has been installed and is operational.
- C. Brochures of Equipment are booklets assembled by the contractor which contain operation, maintenance and repair literature for all equipment installed under the requirements of the project. They will be used by the Owner's personnel as the primary source of information for operating and maintaining the installed systems. As such, they shall exhibit a professional quality, high degree of clarity and durability which will allow their use throughout the useful life of the installed system.

2.2 SUBMITTALS

- A. The contractor shall procure all manufacturer's literature and produce or have produced, all drawings, calculations or other data as required by either the Project Submittal Schedule or as specifically called out in individual specification Sections of this Division.
- B. Submittal materials shall be complete in every respect and shall clearly indicate equipment features, dimensions, weights, performance characteristics and capacities. Capacity and performance calculations shall be adjusted to indicate actual equipment performance at the project elevation. Literature or drawings which describe more than one model or size of equipment shall be marked with arrows or otherwise clearly inscribed to identify the actual equipment which will be furnished. All options and special parts of features shall also be clearly identified. All submitted materials must be clear, complete and legible. Copies or duplications of poor quality will not be reviewed or accepted.
- C. Where specified or otherwise required, proof of equipment compliance with standards or listings by specific agencies (e.g. AGA, ASME, etc.) shall be included in submittal material.
- D. Submittals for all equipment shall be routed through and reviewed by the Contractor. The Contractor shall check all submittals for adequate identification, number of copies, correctness and compliance with contract drawings and specifications and apply his stamp of approval. For submittals which are required to be reviewed by the Engineer, a minimum of six copies shall be forwarded for approval after review and approval by the Contractor. These shall be returned and shall be revised and resubmitted until acceptable and approved by the Engineer. A minimum of two copies of each submittal will be retained by the Architect and Engineer. Copies of ALL submittals, including those which are not required to be forwarded for the Engineer's approval, shall be included in the Brochures of Equipment.
- E. Submittals will be either accepted or rejected by the Engineer in their entirety. Upon rejection of any submittal, the entire submittal package shall be resubmitted. No

partial approval will be granted for any equipment which is a part of a rejected submittal.

- F. Individual submittals may include data for more than one piece of equipment. However, submittal data for equipment specified in different sections of specifications shall not be included in the same submittal package.
- G. Submittals shall be provided per Section 01 300 Administrative Requirements.
- H. Approval of submittals by the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve him from responsibility for errors in shop drawings or other submittal literature.

2.3 SUBMITTAL SCHEDULE

- A. Submit per individual sections in accordance with the requirements set forth in Section 01 3000 Administrative Procedures.
- B. All submittals required by the schedule shall be checked, revised, as necessary, and approved by the Contractor. Submittals which are required to be forwarded to the Engineer shall first be reviewed and approved by the Contractor.

2.4 BROCHURES OF EQUIPMENT

- A. The Contractor shall prepare and submit two complete Brochures of Equipment. Each shall contain all required submittal data for the construction materials and each piece of equipment (reference Submittal Schedule) installed under this project. The literature required for submittal purposes shall be expanded to include operation and maintenance literature for each piece of equipment. Maintenance information shall be complete in every respect and shall include parts lists and assembly drawings wherever applicable. Manuals, catalogs, etc., shall be new, as supplied by the factory, and not photocopied. The Brochures shall also include a copy of the submittal requirement list (SECTION 23 0000 2.03).
- B. All literature shall clearly indicate the equipment it represents and shall be labeled with the equipment identification abbreviation found on the drawings, e.g. EF-1, etc. All information which is not applicable to the particular model and size supplied shall be clearly and neatly crossed out with heavy black marker or other suitable means. This includes dimensional drawings, maintenance information, parts lists, wiring diagrams, etc. Only the information applicable to the particular equipment supplied shall remain and it shall be easy to follow. Booklets not meeting these requirements shall be returned for correction.
- C. Binders shall be high quality telescoping post type with slide or lever release, metal hinges, and covered hardboard or rigid plastic covers.
- D. Dividers shall be used to separate the literature for equipment supplied under each of the various Sections of this Division. Divider headings shall read the same as the Section title e.g. "23 21 23 HYDRONIC PUMPS."

- E. Large size drawings or diagrams shall be folded and placed in heavyweight sheets with pockets.
- F. The format of the Brochure shall begin with the submittal requirement list at the front as an index sheet. The dividers for each section shall then progress sequentially and the project completion checklist shall be included at the back as the appendix.
- G. Authorization for final payment shall not be made prior to final acceptance of the Brochures of Equipment.

PART 3 PROJECT CLOSEOUT

3.1 COMPLETION CHECKLIST

- A. The following checklist shall be completed by contractor and submitted to A/E before final site visitation or job acceptance is made.

SPEC ITEM SECTION NUMBER	TASK	DATE	CORRECTED OR COMPLETED BY (NAME OR INITIALS)
230000	Demonstrate to Owner that all systems are functioning properly.		
230000	Provide Record Drawings.		
230000	Provide Brochures of Equipment.		
230593	Provide Air Test and Balance Report.		
230913	Temperature Controls System Functional Testing, Verify Sequences of Operation, and Instruct Owner's Personnel		
235216	Train Owner's Personnel on operation and maintenance of system.		

- B. Refer to each specific specification section listed for a more complete description of listed test requirements.

END OF SECTION

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SECTION 230713
DUCT INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Duct insulation.
- B. Jacketing and accessories.

1.2 REFERENCE STANDARDS

- A. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- B. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2021.
- C. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2013 (Reapproved 2019).
- D. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2014 (Reapproved 2019).
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- F. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2022a, with Editorial Revision (2023).
- G. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.3 SUBMITTALS

- A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- B. Manufacturer's Instructions: Indicate installation procedures necessary to ensure acceptable workmanship and that installation standards will be achieved.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.

- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section, with minimum 5 years of experience and approved by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.1 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.2 GLASS FIBER, FLEXIBLE

- A. Manufacturer:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. Johns Manville: www.jm.com.
 - 3. JP Lamborn Co; Thermal Sleeve MT: www.jpflex.com.
 - 4. Knauf Insulation: www.knaufinsulation.com.
 - 5. Owens Corning Corporation: www.ocbuildingspec.com.
 - 6. Or Approved Equal.
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
 - 1. K value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
 - 2. Maximum Service Temperature: 1,200 degrees F.
 - 3. Maximum Water Vapor Absorption: 5.0 percent by weight.
- C. Vapor Barrier Jacket:
 - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
- D. Vapor Barrier Tape:
 - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure-sensitive rubber-based adhesive.
- E. Indoor Vapor Barrier Mastic:
 - 1. Manufacturers:
 - 2. Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.

- F. Outdoor Vapor Barrier Mastic:
 - 1. Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.
- G. Tie Wire: Annealed steel, 16 gauge, 0.0508 inch diameter.

2.3 GLASS FIBER, RIGID

- A. Manufacturer:
 - 1. CertainTeed Corporation: www.certainteed.com.
 - 2. Johns Manville: www.jm.com/#sle.
 - 3. Knauf Insulation: www.knaufinsulation.com.
 - 4. Owens Corning Corporation; 700 Series FIBERGLAS Insulation: www.ocbuildingspec.com.
 - 5. Or Approved Equal.
- B. Insulation: ASTM C612; rigid, noncombustible blanket.
 - 1. K Value: 0.24 at 75 degrees F, when tested in accordance with ASTM C518.
 - 2. Maximum Service Temperature: 450 degrees F.
 - 3. Maximum Water Vapor Absorption: 5.0 percent.
 - 4. Maximum Density: 8.0 pcf.
- C. Vapor Barrier Jacket:
 - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
 - 2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
 - 3. Secure with pressure-sensitive tape.
- D. Vapor Barrier Tape:
 - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure-sensitive rubber-based adhesive.
- E. Protective Coating:
- F. Indoor Vapor Barrier Finish:
 - 1. Manufacturers:
 - 2. Cloth: Untreated; 9 oz/sq yd weight, glass fabric.
 - 3. Vinyl emulsion type acrylic, compatible with insulation, black color.

2.4 JACKETING AND ACCESSORIES

- A. Aluminum Jacket:
 - 1. Comply with ASTM B209/B209M, Temper H14, minimum thickness of 0.016 inch with factory-applied polyethylene and kraft paper moisture barrier on the inside surface.
 - 2. Thickness: 0.016 inch sheet.
 - 3. Fittings: 0.016 inch thick die-shaped fitting covers with factory-attached protective liner.
 - 4. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Test ductwork for design pressure prior to applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated Ducts Conveying Air Below Ambient Temperature:
 - 1. Provide insulation with vapor barrier jackets.
 - 2. Finish with tape and vapor barrier jacket.
 - 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 - 4. Insulate entire system, including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- D. Insulated Ducts Conveying Air Above Ambient Temperature:
 - 1. Provide with or without standard vapor barrier jacket.
 - 2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
- E. Ducts Exposed in Mechanical Equipment Rooms or Finished Spaces (below 10 feet above finished floor): Finish with canvas jacket sized for finish painting.
- F. External Duct Insulation Application:
 - 1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
 - 2. Secure insulation without vapor barrier with staples, tape, or wires.
 - 3. Install without sag on underside of duct. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift duct off trapeze hangers and insert spacers.
 - 4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
 - 5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.3 SCHEDULES

- A. Duct insulation shall comply with IECC 2021 requirements set forth in C403.12.1 at a minimum. Where specified application in this section is beyond IECC requirements, the detailed application schedule in "B" below shall apply.
- B. Exterior duct insulation (insulation applied to the exterior of a duct) of the type noted below shall be applied where specifically noted or shown on the drawings and on all supply air, return air, and all outside air-duct systems unless specifically noted otherwise on plans.

1. Insulation for concealed and round ducts shall be minimum R-6, 75 psf fiberglass duct wrap, 2.5-inch thick. Provide exposed duct with white ASJ insulation jacket as noted below for rigid duct insulation. Insulation on concealed duct may be ASJ or foil reinforced kraft jacket.
 2. Insulation for exposed rectangular ducts shall be minimum R-8, Type 703 rigid fiberglass board, 2-inch thick with ASJ25 white Kraft foil laminate facing. Ductwork shall be considered exposed in all cases where it is not enclosed in shafts or is not located above hard or lay-in ceilings.
- C. Exhaust Ducts Within 10 ft of Exterior Openings: insulate according to 3.3 B above.

END OF SECTION

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SECTION 233100
HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal ducts.

1.2 RELATED REQUIREMENTS

- A. Section 078400 - Firestopping.
- B. Section 230713 - Duct Insulation: External insulation and duct liner.
- C. Section 233300 - Air Duct Accessories.
- D. Section 233700 - Air Outlets and Inlets.

1.3 REFERENCE STANDARDS

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals; Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- E. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements; 2018, with Editorial Revision (2020).
- F. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry; 2018, with Editorial Revision (2020).
- G. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2017, with Editorial Revision (2020).
- H. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements; 2023.
- I. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.

- J. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems; 2024.
- K. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2020.
- L. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; 2012.

1.4 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for duct materials.
- C. Shop Drawings: Indicate duct fitting types, gauges, sizes, welds, and configuration.
- D. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate per appropriate seal class, following SMACNA (LEAK).
- E. Manufacturer's Installation Instructions: Indicate special procedures for glass fiber ducts.
- F. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.5 QUALITY ASSURANCE

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

1.6 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

2.1 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.
- B. Provide metal duct unless otherwise indicated.

- C. Duct Shape and Material in accordance with Allowed Static Pressure Range:
 - 1. Round: Plus or minus 2 in-wc of galvanized steel.
 - 2. Rectangular: Plus or minus 3 in-wc of galvanized steel.
 - 3. Fibrous Glass Duct-board: Plus or minus 2 in-wc.
 - 4. Flexible Duct (Fabric and wire): Plus or minus 1/2 in-wc; see Section 233700.

- D. Duct Sealing and Leakage in accordance with Static Pressure Class:
 - 1. Duct Pressure Class and Material for Common Mechanical Ventilation Applications:
 - a. Supply Air: 3 in-wc pressure class, galvanized steel.
 - b. Outside Air Intake: 1 in-wc pressure class, galvanized steel.
 - c. Return and Relief Air: 1 in-wc pressure class, galvanized steel.
 - d. General Exhaust Air: 3 in-wc pressure class, galvanized steel.
 - 2. Low Pressure Service: Up to 2 in-wc:
 - a. Seal: Class C, apply to seal off transverse joints.
 - b. Leakage:
 - 1) Rectangular: Class 24 or 24 cfm/100 sq ft.
 - 2) Round: Class 12 or 12 cfm/100 sq ft.
 - 3. Low Pressure Service: From 2 in-wc to 3 in-wc:
 - a. Seal: Class B, apply sealing of transverse joints and longitudinal seams.
 - b. Leakage:
 - 1) Rectangular: Class 12 or 12 cfm/100 sq ft.
 - 2) Round: Class 6 or 6 cfm/100 sq ft.
 - 4. Medium and High Pressure Service: Above 3 in-wc:
 - a. Seal: Class A, apply sealing of transverse joints, longitudinal seams, and duct wall penetrations.
 - b. Leakage:
 - 1) Rectangular: Class 6 or 6 cfm/100 sq ft.
 - 2) Round: Class 3 or 3 cfm/100 sq ft.

- E. Duct Fabrication Requirements:
 - 1. Duct and Fitting Fabrication and Support: SMACNA (DCS) including specifics for continuously welded round and oval duct fittings.
 - 2. No variation of duct configuration or size permitted except by written permission. Size round duct installed in place of rectangular ducts in accordance with ASHRAE (FUND) Handbook - Fundamentals.
 - 3. Use reinforced and sealed sheet-metal materials at recommended gauges for indicated operating pressures or pressure class.
 - 4. Construct tees, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide airfoil turning vanes of perforated metal with glass fiber insulation.
 - 5. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.
 - 6. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
 - 7. Provide turning vanes of perforated metal with glass fiber insulation when an acoustical lining is required.
 - 8. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use

same material as duct, painted black on exterior side; seal to louver frame and duct.

2.2 METAL DUCTS

- A. Material Requirements:
 - 1. Galvanized Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

- B. Round Spiral Duct:
 - 1. Round spiral lock seam duct with galvanized steel outer wall.
 - 2. Manufacturers:
 - a. EHG, a DMI Company: www.ehgduct.com.
 - b. Elgen Manufacturing Company, Inc: www.elgenmfg.com.
 - c. GSI, a DMI Company: www.greenseamind.com.
 - d. Linx Industries, Inc, a DMI Company: www.li-hvac.com.
 - e. MKT Metal Manufacturing: www.mktduct.com.
 - f. Or Approved Equal.

- C. Connectors, Fittings, Sealants, and Miscellaneous:
 - 1. Fittings: Manufacture with solid inner wall of perforated galvanized steel.
 - 2. Transverse Duct Connection System: SMACNA "E" rated rigid class connection, interlocking angle and duct edge connection system with sealant, gasket, cleats, and corner clips in accordance with SMACNA (DCS).
 - a. Manufacturers:
 - 1) Carlisle HVAC Products; Nexus Flange Connectors with Sealant Pocket: www.carlislehvac.com.
 - 2) Ductmate Industries, Inc, a DMI Company: www.ductmate.com.
 - 3) Elgen Manufacturing Company, Inc: www.elgenmfg.com.
 - 4) MKT Metal Manufacturing: www.mktduct.com.
 - 5) Or Approved Equal.
 - 3. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
 - a. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
 - b. VOC Content: Not more than 250 g/L, excluding water.
 - c. Surface Burning Characteristics: Flame spread index of zero and smoke developed index of zero, when tested in accordance with ASTM E84.
 - d. For Use with Flexible Ducts: UL labeled.
 - 4. Gasket Tape:
 - a. Provide butyl rubber gasket tape for a flexible seal between transfer duct connector (TDC), transverse duct flange (TDF), applied flange connections, and angle ring connections.
 - 5. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.
 - 6. Hanger Fasteners: Attach hangers to structure using appropriate fasteners as follows:
 - a. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
 - b. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.

- c. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
- d. Masonry Screw Type Anchors: Complying with ICC-ES AC106.
- e. Concrete Adhesive Type Anchors: Complying with ICC-ES AC308.
- f. Other Types: As required.

PART 3 EXECUTION

3.1 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. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- F. Duct sizes indicated are precise inside dimensions. For lined ducts, maintain sizes inside lining.
- G. Provide openings in ductwork as indicated to accommodate thermometers and controllers. Provide pilot tube openings as indicated for testing of systems, complete with metal can with spring device or screw to insure against air leakage. For openings, insulate ductwork and install insulation material inside a metal ring.
- H. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- I. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with a crimp in the direction of airflow.
- J. Use double nuts and lock washers on threaded rod supports.
- K. Connect diffusers or light troffer boots to low-pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp.
- L. Set plenum doors at 6 to 12 inches above floor. Arrange door swings so that fan static pressure holds door in closed position.
- M. At exterior wall louvers, seal duct to louver frame.
- N. Louver Fit-out:
 - 1. Provide blank-out panels sealing available area of wall-mounted exterior-faced louver when connected ductwork is smaller than actual louver free area, and duct outlet is smaller than the louver frame.

2. Use the same duct material painted black on the exterior side, then seal louver frame and duct.
- O. Plenums and Casings:
1. Mount floor-mounted casings on 4 inch high concrete curbs.
 2. At floor, rivet panels on 8 inch centers to angles.
 3. Where floors are acoustically insulated, provide liner of galvanized 18-gauge, 0.052-inch expanded metal mesh supported at 12-inch centers, turned up 12 inches at sides with sheet metal shields.
- P. Fire Partitions: Provide firestopping sealing. See Section 078400.
- Q. Duct Accessories, Terminal Units, Inlets, and Outlets: Interconnect as indicated in Sections 233300, 233600, and 233700.
- R. Duct Insulation: Provide duct insulation. See Section 230713.

3.2 CLEANING

- A. Clean thoroughly each duct system.
- B. Clean duct system by forcing air at high velocity through duct to remove accumulated dust. Clean half the system at a time to obtain sufficient air. Protect equipment that could be harmed by excessive dirt with temporary filters or bypass during cleaning.

END OF SECTION

SECTION 233300
AIR DUCT ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Air turning devices/extractors.
- B. Backdraft dampers - metal.
- C. Duct access doors.
- D. Duct test holes.
- E. Flexible duct connectors.
- F. Volume control dampers.
- G. Low leakage (Class 1A) control dampers.
- H. Miscellaneous Products:
 - 1. Damper operators.
 - 2. Damper position switch.
 - 3. Duct opening closure film.

1.2 RELATED REQUIREMENTS

- A. Section 230548 - Vibration and Seismic Controls for HVAC.
- B. Section 233100 - HVAC Ducts and Casings.

1.3 REFERENCE STANDARDS

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.
- B. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2020.

1.4 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide for assemblies including volume control dampers and duct access doors. Include electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate for assemblies including volume control dampers and duct access doors.
- D. Project Record Drawings: Record actual locations of access doors and test holes.

1.5 QUALITY ASSURANCE

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

PART 2 PRODUCTS

2.1 AIR TURNING DEVICES/EXTRACTORS

- A. Multi-blade device with blades aligned in short dimension; steel construction; with individually adjustable blades, mounting straps.

2.2 BACKDRAFT DAMPERS - METAL

- A. Manufacturers:
 1. Louvers & Dampers, Inc, a brand of Mestek, Inc: www.louvers-dampers.com.
 2. Nailor Industries, Inc: www.nailor.com.
 3. Ruskin Company: www.ruskin.com.
 4. United Enertech: www.unitedenertech.com.
 5. Or Approved Equal
- B. Gravity Backdraft Dampers, Size 18 by 18 inches or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.

2.3 DUCT ACCESS DOORS

- A. Manufacturers:
 1. Acudor Products Inc, a Division of Nelson Industrial Inc: www.acudor.com.
 2. Ductmate Industries, Inc, a DMI Company: www.ductmate.com.
 3. Nailor Industries, Inc: www.nailor.com.
 4. Ruskin Company: www.ruskin.com.
 5. Or Approved Equal.
- B. Fabrication: Rigid and close fitting of galvanized steel with sealing gaskets and quick-fastening locking devices. For insulated ducts, install minimum 1-inch thick insulation with sheet metal cover.
 1. Less Than 12 inches Square: Secure with sash locks.
 2. Up to 18 inches Square: Provide two hinges and two sash locks.
 3. Up to 24 by 48 inches: Three hinges and two compression latches with outside and inside handles.
 4. Larger Sizes: Provide an additional hinge.

2.4 DUCT TEST HOLES

- A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
- B. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Provide extended neck fittings to clear insulation.

2.5 FLEXIBLE DUCT CONNECTORS

- A. Manufacturers:
 - 1. Carlisle HVAC Products; Dynair Connector Plus G90 Steel Offset Seam Neoprene Fabric: www.carlislehvac.com.
 - 2. Ductmate Industries, Inc, a DMI Company: www.ductmate.com.
 - 3. Elgen Manufacturing Company, Inc: www.elgenmfg.com.
 - 4. Or Approved Equal.
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Flexible Duct Connections: Fabric crimped into metal edging strip.
 - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz/sq yd.
- a. Net Fabric Width: Approximately 2 inches wide.
 - 2. Metal: 3 inches wide, 24 gauge, 0.0239 inch thick galvanized steel.
- D. Maximum Installed Length: 14 inch.

2.6 VOLUME CONTROL DAMPERS

- A. Manufacturers:
 - 1. AireTechnologies, Inc, a DMI Company: www.airetechnologies.com.
 - 2. Louvers & Dampers, Inc, a brand of Mestek, Inc: www.louvers-dampers.com.
 - 3. Elgen Manufacturing Company, Inc: www.elgenmfg.com.
 - 4. MKT Metal Manufacturing: www.mktduct.com.
 - 5. Nailor Industries, Inc: www.nailor.com.
 - 6. Ruskin Company: www.ruskin.com.
 - 7. Or Approved Equal.
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Splitter Dampers:
 - 1. Material: Same gauge as duct to 24 inches size in either direction, and two gauges heavier for sizes over 24 inches.
 - 2. Blade: Fabricate of single thickness sheet metal to streamline shape, secured with continuous hinge or rod.
 - 3. Operator: Minimum 1/4 inch diameter rod in self aligning, universal joint action, flanged bushing with set screw.
- D. Single Blade Dampers:
 - 1. Fabricate for duct sizes up to 6 by 30 inch.
 - 2. Blade: 24 gauge, 0.0239 inch, minimum.
- E. Multi-Blade Damper: Fabricate consisting of opposed blades with maximum blade sizes 8 by 72 inches. Assemble center- and edge-crimped blades in prime-coated or galvanized-channel frame with suitable hardware.
 - 1. Blade: 18 gauge, 0.0478 inch, minimum.

- F. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon, thermoplastic elastomer, or sintered bronze bearings.
- G. Quadrants:
 - 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
 - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
 - 3. Where rod lengths exceed 30 inches provide regulator at both ends.

2.7 LOW LEAKAGE (CLASS 1A) CONTROL DAMPERS

- A. Manufacturers:
 - 1. Ruskin Company: www.ruskin.com.
 - 2. United Enertech: www.unitedenertech.com.
 - 3. Or Approved Equal.
- B. Maximum Leakage Allowed: 3 cfm/sq ft at 1 in-wc.
- C. Frame:
 - 1. Material: 20-gauge galvanized steel.
 - 2. Free-area: Single cross section.
- D. Blade:
 - 1. Type: Single-blade rectangle shape.
 - 2. Operation: Opposed type.
 - 3. Maximum Individual Blade Height: 8 inches.
 - 4. Material: 12-gauge galvanized steel.
 - 5. Authority: Opposed type, 5 to 50 percent (typically 10 percent).
- E. Insulation: Water-resistant sound absorbing material.
- F. Temperature Service Range: Minus 25 to 185 degrees F.
- G. Other Requirements:
 - 1. Paint Finish: Standard.
 - 2. Rust Inhibitor Coating: Moisture and salt water-resistant.
 - 3. Sleeve or Flange: Factory-mounted standard.
 - 4. Duct Transition Fitting: Round.

2.8 MISCELLANEOUS PRODUCTS

- A. Damper Operators: provided by Temperature Controls.
- B. Damper position switch: provided by Temperature Controls.
- C. Duct Opening Closure Film: Mold-resistant, self-adhesive film to keep debris out of ducts during construction.
 - 1. Thickness: 2 mils.
 - 2. High tack water based adhesive.

3. UV stable light blue color.
4. Elongation Before Break: 325 percent, minimum.

PART 3 EXECUTION

3.1 PREPARATION

- A. Verify that electric power is available and of the correct characteristics.

3.2 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). See Section 233100 for duct construction and pressure class.
- B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide minimum 8 by 8 inch size for hand access, size for shoulder access, and as indicated. Provide 4 by 4 inch for balancing dampers only. Review locations prior to fabrication.
- D. Provide duct test holes where indicated and required for testing and balancing purposes.
- E. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- F. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment.
 1. See Section 230548.
- G. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum two duct widths from duct take-off.
- H. Use splitter dampers only where indicated.
- I. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION

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SECTION 233700

AIR OUTLETS AND INLETS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Diffusers:
 - 1. Rectangular ceiling diffusers.
- B. Registers/grilles:
- C. Duct-mounted supply and return registers/louvers.

1.2 SUBMITTALS

- A. 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.
- B. Project Record Documents: Record actual locations of air outlets and inlets.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Hart & Cooley, Inc: www.hartandcooley.com.
- B. Krueger-HVAC: www.krueger-hvac.com.
- C. Linx Industries, Inc, a DMI Company: www.li-hvac.com.
- D. Metalaire, a brand of Metal Industries Inc: www.metalaire.com.
- E. Price Industries: www.price-hvac.com.
- F. Ruskin Company: www.ruskin.com.
- G. Titus, a brand of Air Distribution Technologies: www.titus-hvac.com.
- H. Tuttle and Bailey: www.tuttleandbailey.com.

2.2 RECTANGULAR CEILING DIFFUSERS

- A. Type: Provide rectangular and square formed adjustable, backpan stamped, and core removable ceiling diffusers constructed to maintain 360 degree discharge air pattern with sectorizing baffles where indicated. Performance to match manufacturer's catalog data.

- B. Connections: Round.
- C. Frame: Provide surface mount, inverted T-bar, and spline type as indicated in Plan Schedules. In plaster ceilings, provide plaster frame and ceiling frame.
- D. Fabrication: As indicated.
- E. Color: As indicated.
- F. Accessories: As indicated.

2.3 DUCT-MOUNTED SUPPLY AND RETURN REGISTERS/LOUVERS

- A. Type: As indicated on drawings. Performance to match manufacturer's catalog data.
- B. Color: As indicated on drawings.

PART 3 EXECUTION

3.1 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.
- E. Paint ductwork visible behind air outlets and inlets matte black, see Section 099123.

3.2 AIR OUTLET AND INLET SCHEDULE: SEE PLANS

END OF SECTION

DIVISION 26 - ELECTRICAL

SECTION 260000

GENERAL PROVISIONS FOR ELECTRICAL WORK

PART 1 GENERAL

1.1 ALTERNATES

- A. Take cognizance of any change required in the work and include the price deemed necessary to meet the requirements of the respective alternate.

1.2 BIDDING

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

1.3 SUBSTITUTIONS

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

1.4 CODES, REGULATIONS AND PERMITS

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

1.5 INTENT OF DRAWINGS

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

1.6 WORKMANSHIP

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

1.7 RESPONSIBILITY

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

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

1.8 DELIVERY AND STORAGE OF MATERIALS

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

1.9 MANUFACTURER'S DIRECTIONS

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

1.10 CUTTING, PATCHING, REPAIRING

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

1.11 OPENINGS IN RACEWAYS AND BOXES

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

1.12 CLEANUP

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

1.13 SAMPLES

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

1.14 TEMPORARY SERVICES

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

1.15 FIRE PROTECTION

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

1.16 EQUIPMENT MOUNTING

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

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

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

1.17 COMPLETION AND TESTS

- A. Complete and test each system and leave in proper operation.
- B. At the time of finalizing the Project, a completion system test shall be performed in the presence of the owner's designated representative. During the test, the contractor shall demonstrate that the systems perform in the manner described in the specifications and indicated on the drawings. Test procedure and the results shall be recorded and delivered to the Owner's representative. Tests shall be repeated after any corrections are made as a result of initial testing or correctional work under guarantee provisions.

1.18 OPERATING INSTRUCTIONS

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

1.19 REMODELING WORK

- A. Wherever existing electrical wire, conduit, controls, circuits, etc., are cut into, removed, interrupted, as a result of the remodeling, all such items that serve areas or equipment that remain shall be rerouted, extended, relocated, etc., as necessary to maintain operation of equipment and services.
- B. Downtime shall be held to a minimum. Outages shall be scheduled at a time acceptable to and approved by the Owner. Consult with Owner in sufficient time for him to make necessary preparations for the outage.
- C. Demolition
 - 1. Refer to the drawings for execution of demolition.
 - 2. All existing equipment and material removed and not scheduled for reinstallation shall remain the property of the Owner and shall be delivered to a designated stockpile area on the site by the Contractor. Materials not wanted by the Owner shall be removed from the site by the Contractor.

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

1.20 SITE INVESTIGATION

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

1.21 RECORD DRAWINGS

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

PART 2 SUBMITTALS AND BROCHURES OF EQUIPMENT

2.1 GENERAL

- A. The literature required to be submitted and approved in order to fulfill the requirements of this Division falls into two general categories. These are the "Brochures of Equipment" and "Submittals."
- B. The Brochures of Equipment, as the name implies, shall contain all pertinent information for all equipment installed. These books are required to be turned over to the Owner and approved before final payment is authorized. Special training for certain equipment may require the use of this book at an earlier stage of project completion. In this instance, the Contractor will be required to prepare and submit the applicable portions of the Brochures of Equipment significantly before project completion.
- C. "Submittals" is a general term for informational literature which must be supplied to and approved by the Contractor prior to installing, receiving, or in some instances, even ordering equipment. The normal required types of submittals include shop drawings, manufacturer's literature, installation and operation instructions (from the manufacturer) and wiring diagrams. System reports, such as start-up reports or balancing reports, and the project completion checklist are two forms of submittals which are required after the equipment has been installed and is operational. Each Section of this Division may contain special or more specific requirements for expanded or additional types of submittal literature. These shall be provided as required by each Section.
- D. In general, copies of all returned, approved submittals shall be included in the Brochures of Equipment. These books shall also include complete operation and

maintenance literature for each piece of equipment such as may be packaged with the equipment for OEM components. They will be used by the Owner's personnel as the primary source of information for operating and maintaining the installed systems and as such, they shall exhibit a high degree of clarity, thoroughness and be suitably bound and arranged to be useful and durable throughout the life of the installed systems.

2.2 SUBMITTALS

- A. **The contractor** shall procure manufacturer's literature and/or certified prints for **all** items of equipment, materials or systems on the job. Shop drawings and literature shall be complete and marked showing name of job, item used, size, dimensions, capacity, rough-in, etc., as required for complete check and installation. **Any exceptions** of the equipment being furnished from that specified shall be clearly defined. Specific requirements of submittals may be expanded in individual specification sections. Minimum requirements shall include the following:
1. Submit actual installation layout drawings on floor plans showing conduit runs, conduit and conductor sizes, color coding, number of conductors and location of devices and equipment. Provide such drawings for system such as fire alarm, clock and program and P.A. systems.
 2. Manufacturer's literature shall include any and all restrictions on the application and installed service limitations of the product.
- B. All shop drawings shall be **reviewed, approved** and stamped by the Contractor before ordering.
1. **All** items of equipment and systems which are to be installed **as** specified or are not otherwise designated as requiring Owner's or Engineer's approval, will require a **letter of compliance** by the Contractor stating that these items or system will be provided as specified and will be reviewed and stamped by the contractor.
 2. Submittals for **any** piece of equipment or system which is a **substitute** from that specified or of any equipment or system specifically **directing** Engineer's review shall be **forwarded** to the owner **or Engineer** (as designated) for review. The Contractor shall check submittals for number of copies, adequate identification, correctness and compliance with drawings and specifications and apply his stamp of approval **before** forwarding the submittal. Submittals shall be revised, changed and/or resubmitted until acceptable and approved by the Owner's representative.
 - a. Approval of submittals and literature by the owner or Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve him from responsibility for errors in shop drawings or other submittal literature.
 - b. Submit a minimum of six copies of submittals for review. A minimum of two copies will be retained by the Owner and/or Engineer.
 - c. Copies on copy machines which are not of a permanent or legible nature will not be accepted for shop drawing submittals. Copies must be legible with all dimensions and other pertinent data clear.

2.3 BROCHURES OF EQUIPMENT

- A. The Contractor shall prepare two complete Brochures of Equipment containing all required submittal data for construction materials and for each piece of equipment and/or electrical system. Operation and maintenance literature shall also be included for each piece of equipment. Maintenance information shall be complete in every respect and shall include parts lists and assembly drawings wherever applicable. Manuals, catalogs, etc., shall be new, as supplied by the factory, and not photocopied. The Brochures shall also include a copy of the submittal requirement list and a final copy of the project completion checklist.
- B. All literature shall clearly indicate the equipment it represents or supplies protection for and shall be labeled with the equipment identification abbreviation found on the drawings, e.g. EF-1, etc. All information which is not applicable to the particular model and size supplied shall be clearly crossed out with heavy black marker or other suitable means. This includes dimensional drawings, maintenance information, parts lists, wiring diagrams, etc. Only the information applicable to the particular equipment supplied shall remain and it shall be easy to follow. Booklets not meeting these requirements shall be returned for correction.
- C. Binders shall be high quality telescoping post type with slide or lever release, metal hinges, and covered hardboard or rigid plastic covers.
- D. Dividers shall be used to separate the literature for equipment supplied under each of the various Sections of this Division. Divider headings shall read the same as the Section title e.g. "265100 INTERIOR LIGHTING."
- E. The format of the Brochure shall begin with the submittal requirement list at the front as an index sheet. The dividers for each section shall then progress sequentially and the project completion checklist shall be included at the back as the appendix.
- F. Large size drawings or diagrams shall be folded and placed in heavyweight sheets with pockets.
- G. Authorization for final payment shall not be made prior to final acceptance of the Brochures of Equipment.

END OF SECTION

SECTION 260519

POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

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

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

PART 2 PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70.

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

2.2 CONNECTORS AND SPLICES

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

PART 3 EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

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

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

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

3.3 IDENTIFICATION OF CONDUCTORS

- A. Color Code conductors with the following table.

SYSTEM VOLTAGE	ØA	ØB	ØC	Neutral	Ground
120/208 Wye	Black	Red	Blue	White	Green

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

3.4 INSTALLATION OF CONDUCTORS AND CABLES

- A. Splices in new feeders not permitted. Splices in existing feeders allowed, when indicated on drawings.
- B. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- G. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.5 CONNECTIONS

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

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

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

3.7 FIRESTOPPING

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

3.8 FIELD QUALITY CONTROL

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

2. Test results that comply with requirements.
 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- D. Remove and replace failed conductors and retest as specified above.

END OF SECTION

SECTION 260529

HANGERS AND SUPPORTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 PERFORMANCE REQUIREMENTS

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

1.4 ACTION SUBMITTALS

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

1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.

1.6 COORDINATION

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

PART 2 PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

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

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

PART 3 EXECUTION

3.1 APPLICATION

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

3.2 SUPPORT INSTALLATION

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

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

3.3 CONCRETE BASES

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

3.4 PAINTING

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

END OF SECTION

SECTION 260533
RACEWAYS AND BOXES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Surface raceways.
 - 6. Boxes, enclosures, and cabinets.
 - 7. Handholes and boxes for exterior underground cabling.
- B. Related Requirements:
 - 1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.
 - 2. Division 27 Section "Pathways for Communications Systems" for conduits, wireways, surface pathways, innerduct, boxes, faceplate adapters, enclosures, cabinets, and handholes serving communications systems.
 - 3. Division 28 Section "Pathways for Electronic Safety and Security" for conduits, surface pathways, innerduct, boxes, and faceplate adapters serving electronic safety and security.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

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

PART 2 PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. ARC: Comply with ANSI C80.5 and UL 6A.
- D. IMC: Comply with ANSI C80.6 and UL 1242.
- E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch minimum.
- F. EMT: Comply with ANSI C80.3 and UL 797.
- G. FMC: Comply with UL 1; zinc-coated steel
- H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel
 - b. Type: Setscrew or compression.
 - c. Connectors shall be watertight in wet location and concrete tight in concrete and masonry.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Provide insulated bushings type B, SB or SBT as required.

- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: Type EPC-40-PVC complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. LFNC: Comply with UL 1660.
- F. Rigid HDPE: Comply with UL 651A.
- G. Continuous HDPE: Comply with UL 651B.
- H. Coillable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- I. RTRC: Comply with UL 1684A and NEMA TC 14.
- J. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- K. Fittings for LFNC: Comply with UL 514B.
- L. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- M. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

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

2.4 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

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

2.5 BOXES, ENCLOSURES, AND CABINETS

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

2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.6 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: EMT
 3. Underground Conduit: Schedule 80 RNC or as noted on drawings
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or Type 4.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT
 3. Exposed and Subject to Severe Physical Damage: GRC.
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 6. Damp or Wet Locations: GRC.
 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 in damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.

4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Division 26 Section "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Raceways Embedded in Slabs:
 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 3. Arrange raceways to keep a minimum of 1 inch of concrete cover in all directions.
 4. Do not embed thread less fittings in concrete unless specifically approved by Architect for each specific location.
- I. Stub-ups to Above Recessed Ceilings:
 1. Use EMT.
 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each

end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

- L. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section.
- M. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations.
- N. Mount boxes at 48" for switches, 15" for receptacles or as indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- O. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- P. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Q. Locate boxes so that cover or plate will not span different building finishes.
- R. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- S. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- T. Set metal floor boxes level and flush with finished floor surface.
- U. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
 - 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 31 Section "Earth Moving" for pipe less than 6 inches in nominal diameter.
 - 2. Install backfill as specified in Division 31 Section "Earth Moving."
 - 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After plac

ing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 31 Section "Earth Moving."

4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
5. Underground Warning Tape: Comply with requirements in Division 26 Section "Identification for Electrical Systems."

3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

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

3.5 FIRESTOPPING

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

3.6 PROTECTION

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

END OF SECTION

SECTION 260553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 ACTION SUBMITTALS

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

1.4 COORDINATION

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

PART 2 PRODUCTS

2.1 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

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

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

2.2 CONDUCTOR IDENTIFICATION MATERIALS

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

2.3 UNDERGROUND-LINE WARNING TAPE

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

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

2.4 EQUIPMENT IDENTIFICATION LABELS

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

2.5 CABLE TIES

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

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

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

PART 3 EXECUTION

3.1 INSTALLATION

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

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

3.2 IDENTIFICATION SCHEDULE

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

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

- g. Substations.
- h. Emergency system boxes and enclosures.
- i. Motor-control centers.
- j. Enclosed switches.
- k. Enclosed circuit breakers.
- l. Enclosed controllers.
- m. Variable-speed controllers.
- n. Push-button stations.
- o. Power transfer equipment.
- p. Contactors and associated controls (light switches, timeclocks, photocells).
- q. Remote-controlled switches, dimmer modules, and control devices.
- r. Battery-inverter units.
- s. Battery racks.
- t. Power-generating units.
- u. Monitoring and control equipment.
- v. UPS equipment.

END OF SECTION

SECTION 262726

WIRING DEVICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Snap switches.

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.5 COORDINATION

- A. Receptacles for Owner-Furnished Equipment: Match plug configurations.
 - 1. Cord and Plug Sets: Match equipment requirements.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. LIST OF ACCEPTABLE DEVICES

**** NOTE: ALL NEMA 5-20 RECEPTACLES SHALL BE TAMPER RESISTANT ****

MANUFACTURER	HUBBELL	LEVITON	P&S
Switches 1-Pole	CS120	CS120	CS20AC
Duplex Receptacle 20 amp	CR20TR	CR20T	CR20T
Receptacle (20-amp GFCI)	GFTR20	Or equal	Or equal
Receptacle (20-amp USB)	USB20A5	Or equal	Or equal
Cover (In-Use, padlockable)	Taymac MX4280Z or equal, color selected by architect		

2.2 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material for Finished Spaces: Thermoplastic nylon.
 3. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations."
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant, heavy-duty, die-cast aluminum with lockable in-use cover.
- C. Kitchen: All wall plates in kitchen areas shall be stainless steel.

2.3 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
1. White or as selected by Architect, unless otherwise indicated or required by NFPA 70 or device listing.

2.4 FLOOR OUTLETS

- A. Hubbell System One, or equal. Model CFB4G30R series box for concrete pour, 9-1/2" diameter round cover, bronze plated, model CFBS1R8CVRBRZ. Provide (2) 20A duplex receptacles, (1) decorator opening for data outlets and (1) 1.60 inch diameter bushed opening for HDMI and other A/V cables.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:

1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailling existing conductors is permitted provided the outlet box is large enough.
- D. Device Installation:
1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
 2. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 3. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 4. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 5. Tighten unused terminal screws on the device.
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles down.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.
- H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 IDENTIFICATION

- A. Comply with Division 26 Section "Identification for Electrical Systems."
 - 1. Receptacles: Identify panelboard and circuit number from which served. Use label maker with minimum ¼ lettering. Lettering to be on surface of receptacles in unfinished spaces and on inside of plate on finished spaces.

3.3 FIELD QUALITY CONTROL

- A. Tests for Convenience Receptacles:
 - 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

END OF SECTION

SECTION 26 7400

TELEPHONE AND DATA SYSTEM ROUGH-IN

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work included in this Section is the conduit system with boxes as indicated on the drawings for the telephone and data system.
- B. The contractor shall install all raceway for the telephone and data systems in accordance with the drawings.

1.2 WORK EXCLUDED

- A. The cables and terminations for the telephone and data system will be provided by owner under a separate contract.
- B. The telephone and data equipment will be furnished and installed by owner under a separate contract.

PART 2 PRODUCTS

2.1 MATERIALS PROVIDED BY THE CONTRACTOR

- A. Conduit and boxes shall be as specified in the applicable Sections of these specifications.
- B. Boxes shall be provided as required to accept the telephone and data receptacles. The Contractor shall provide extension rings, trim plates and adapter plates as required by the particular installation and as detailed on drawings.

PART 3 EXECUTION

3.1 COOPERATION

- A. The Contractor shall complete his work promptly and expediently as permitted by general construction progress.
- B. Cooperate with the owner in the installation of their equipment.
- C. Provide conduits, boxes, cabletray and J-hooks as required.

END OF SECTION

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MONTANA STATE UNIVERSITY

AJM JOHNSON DATA CENTER HVAC UPGRADES (GRADUATE OFFICES REMODEL)



MSU-CPDC

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA
PHONE: 406.994.5413
FAX: 406.994.5665

PROJECT LOCATION

MONTANA MAP



CAMPUS MAP



PROJECT LOCATION

PROJECT SCOPE OF WORK

THIS PROJECT RENOVATES (3) GRADUATE RESEARCH STUDENT MULTI-OFFICE SPACES TO ACCOMMODATE SPACE USE SHIFTS WITHIN THE FACILITY. DEMOLITION INCLUDES REMOVAL OF AN INTERIOR PARTITION AND DOOR, SINK, COUNTER TOP, AND CEILING MODIFICATIONS. EXISTING LIGHTING AND MECHANICAL SYSTEMS ARE MAINTAINED WITH MINIMAL CHANGES, WHILE POWER, DATA, CEILINGS AND FINISHES ARE MODIFIED TO ACCOMMODATE THE FUTURE USE FOR UP TO (21) STUDENTS. A NEW KITCHENETTE WILL BE CONSTRUCTED AT THE FRONT OF ONE OFFICE SPACE TO PROVIDE A DEDICATED BREAK AREA FOR THESE STUDENTS.

GENERAL PROJECT NOTES

- ALL DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES, ORDINANCES, STANDARDS, REGULATIONS, AND CRITERIA.
- THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY STANDARDS SUCH AS OSHA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE WORK REQUIRED IN THE CONSTRUCTION DOCUMENTS AND THE REQUIREMENTS FOR EXECUTING IT PROPERLY.
- THESE PLANS ARE REPRESENTATIVE IN NATURE AND BASED UPON FACILITY AS-BUILT PLANS AND FIELD INVESTIGATIONS DURING DESIGN. THE CONTRACTOR IS RESPONSIBLE TO REVIEW CONSTRUCTION DRAWINGS AND EXISTING CONDITIONS FOR POSSIBLE CONFLICTS OR AMBIGUITIES AND VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK. FAILURE TO PROVIDE NOTICE OF PERCEIVED OR ACTUAL CONFLICTS OR AMBIGUITIES PRIOR TO COMMENCING WORK IN THESE AREAS WILL BE CONSIDERED ACCEPTANCE OF EXISTING CONDITIONS.
- IN CASE OF DISCREPANCIES BETWEEN THE GENERAL NOTES, CONTRACT DOCUMENTS, SPECIFICATIONS AND REFERENCE STANDARDS, THE ENGINEER SHALL DETERMINE WHICH SHALL GOVERN.
- THE CONTRACTOR SHALL MINIMIZE IMPACTS TO ONGOING DAILY OPERATION OF THE DATA CENTER, AND IS EXPECTED TO COORDINATE ALL ACTIVITIES ON THE WORK SITE WITH THE OWNER'S REPRESENTATIVE AND ENGINEER DURING THE COURSE OF THE PROJECT.
- SITE FEATURES AROUND THE PROJECT BUILDING SHALL REMAIN UNDAMAGED. RESTORE DAMAGED FEATURES TO MATCH EXISTING CONDITIONS BEFORE FINAL INSPECTION AND PROJECT CLOSEOUT ACTIVITIES.
- CHANGES OR DEVIATIONS FROM THE DRAWINGS MADE WITHOUT WRITTEN CONSENT OF THE ENGINEER ARE NOT PERMITTED. COORDINATE ANY NECESSARY MODIFICATIONS WITH THE ENGINEER PRIOR TO COMMENCEMENT OF THE WORK IN QUESTION
- ALL ENTRIES AND EXITS TO THE FACILITY SHALL REMAIN OPEN FOR THE DURATION OF CONSTRUCTION UNLESS PRIOR AUTHORIZED BY THE OWNER'S REPRESENTATIVE.
- ALL CONTRACTORS PERFORMING THE WORK ENCLOSED IN THIS PLANS SET SHALL BE SOLELY RESPONSIBLE FOR THE COORDINATION OF THIS WORK BETWEEN ALL DISCIPLINES.
- CLEANING: ALL TRADES SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK. SUBCONTRACTORS SHALL REMOVE ALL RUBBISH, TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND LEAVE THE JOB IN A BROOM CLEAN CONDITION. ALL FIXTURES, EQUIPMENT, GLAZING, FLOORS, ETC., SHALL BE LEFT CLEAN AND READY FOR OCCUPANCY UPON COMPLETION OF THE PROJECT. VENTILATING SYSTEM, IF USED DURING CONSTRUCTION: CLEAN DUCTS, BLOWERS, COILS, ETC.; REPLACE DISPOSABLE FILTERS; CLEAN PERMANENT FILTERS.
- UNLESS SPECIFICALLY INDICATED BY NOTATION "NO SUBSTITUTES" THE EQUIPMENT FOR THIS PROJECT AS SCHEDULED ON THE DRAWINGS CONSTITUTES THE BASIS FOR DESIGN AND IS ELIGIBLE FOR SUBSTITUTION IN ACCORDANCE WITH THE PROVISIONS OF PROJECT SPECIFICATIONS AND GENERAL CONDITIONS OF THE CONTRACT.

PROJECT DRAWING INDEX

SHEET No.	SHEET NAME
GENERAL	
G1.0	COVER SHEET
ARCHITECTURAL	
LS100	LIFE SAFETY PLAN
I101	BASEMENT FLOOR PLANS
I102	GRADUATE OFFICES REFLECTED CEILING PLANS
I103	KITCHENETTE ELEVATIONS/ENLARGED PLAN AND DETAILS
I104	INTERIOR DETAILS
I105	FURNITURE LAYOUT
MECHANICAL	
M0.1	MECHANICAL LEGEND & SCHEDULES
M1.0	BASEMENT MECHANICAL PLANS
ELECTRICAL	
E1.0	BASEMENT LIGHTING PLANS
E2.0	BASEMENT POWER AND SYSTEMS PLANS

APPLICABLE BUILDING CODES

- 2021 INTERNATIONAL BUILDING CODE (IBC)
- 2021 INTERNATIONAL MECHANICAL CODE (IMC)
- 2021 UNIFORM PLUMBING CODE (UPC)
- 2020 NATIONAL ELECTRICAL CODE (NEC)

PROJECT TEAM

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MELANIE MANGIONE, AIA

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PH (406)-452-9558
JAMES WYATT, PE, MECHANICAL ENGINEER
BRAD KAUFFMAN, PE, ELECTRICAL ENGINEER

AJM JOHNSON
DATA CENTER HVAC UPGRADES
(GRADUATE OFFICES REMODEL)



REV.	DESCRIPTION	DATE



PPA#21-0184

A/E#00-00-00

GPD#22-2504

SHEET TITLE
GENERAL INFORMATION

SHEET
G1.0

DATE
2-23-24

BUILDING CODE INFORMATION

LEVEL 2 ALTERATION PER IEBC 2021
 LEVEL 2 ALTERATIONS INCLUDE THE ADDITION OR ELIMINATION OF ANY DOOR OR WINDOW, THE RECONFIGURATION OR EXTENSION OF ANY SYSTEM, OR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT, AND SHALL APPLY WHERE THE WORK AREA IS EQUAL TO OR LESS THAN 50 PERCENT OF THE BUILDING AREA.

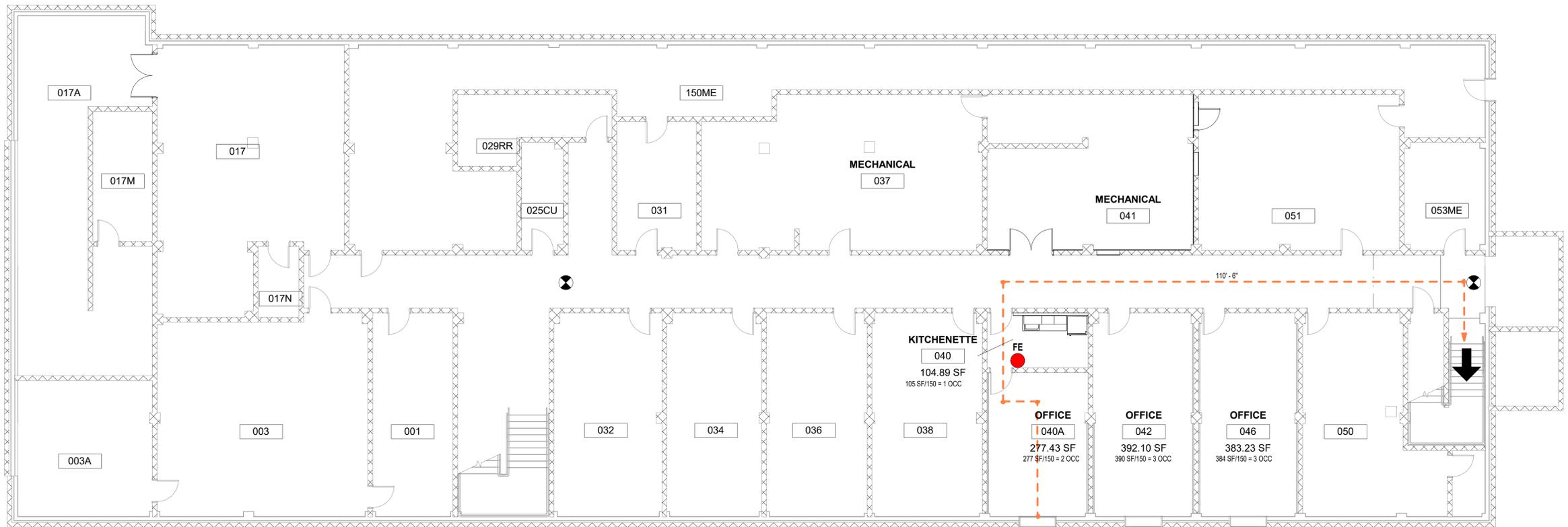
EXISTING BUILDING CONSTRUCTION TYPE IIB
 AREA OF WORK IS 1,155 SF WITHIN EXISTING 38,916 SF BUILDING

OCCUPANCY OF SPACES PER IBC 2021, TABLE 1004.5
 BUSINESS AREAS - 150 GROSS

EXISTING OCCUPANT LOAD OF ROOM = BUSINESS AREAS 1,155 SF / 100 = 12 OCCUPANTS.
 PROPOSED OCCUPANT LOAD OF ROOM = BUSINESS AREAS: 1,155 SF / 150 = 8 OCCUPANTS

TABLES 1006.2.1 SPACES WITH ONE EXIT - B OCCUPANCY = 49 OCCUPANTS

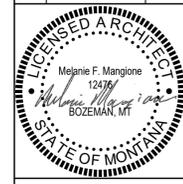
COMMON PATH OF EGRESS: B OCCUPANCY = 110'-6" FT
 1017.2 EXIT ACCESS TRAVEL DISTANCE FOR B OCCUPANCY WITH SPRINKLER SYSTEM = 300 FT



1 LIFE SAFETY GRAD OFFICES
 1/8" = 1'-0"



DRAWN BY: NLM		
REVIEWED BY: MF		
REV.	DESCRIPTION	DATE



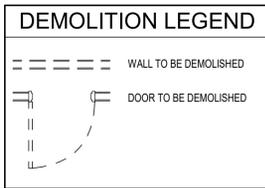
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 A/E#00-00-00
 AAI#:23061.01

SHEET TITLE
 FLOOR PLANS

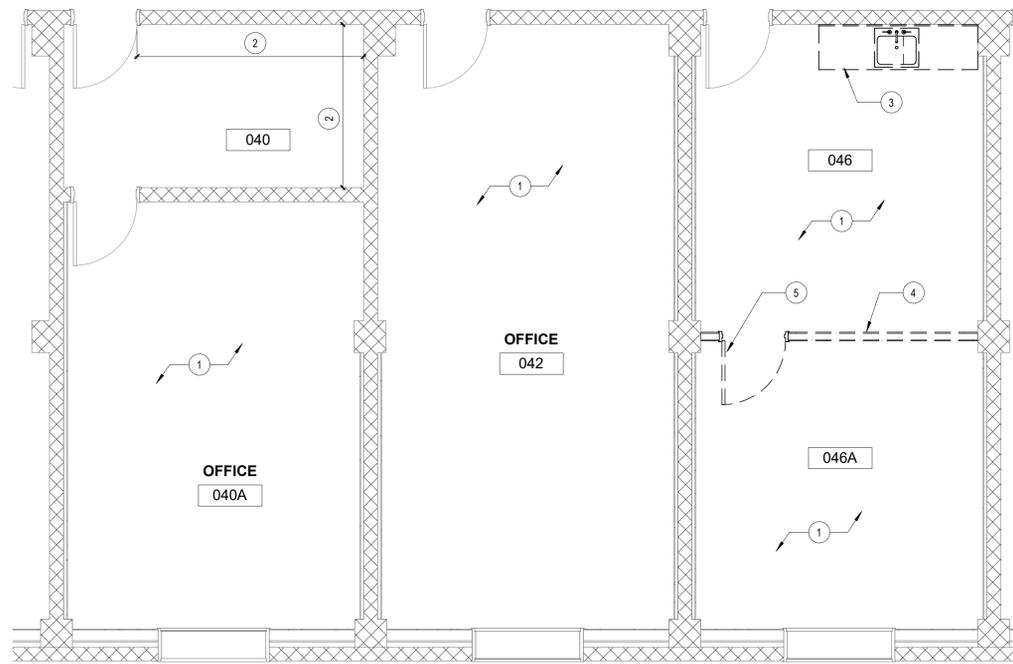
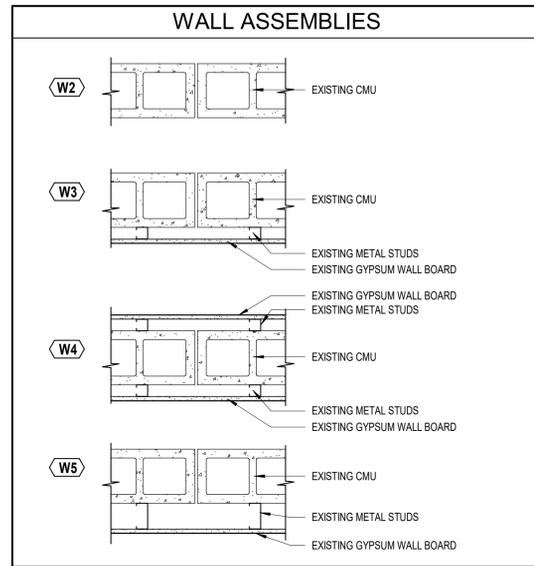
SHEET
1101

DATE
2-23-2024

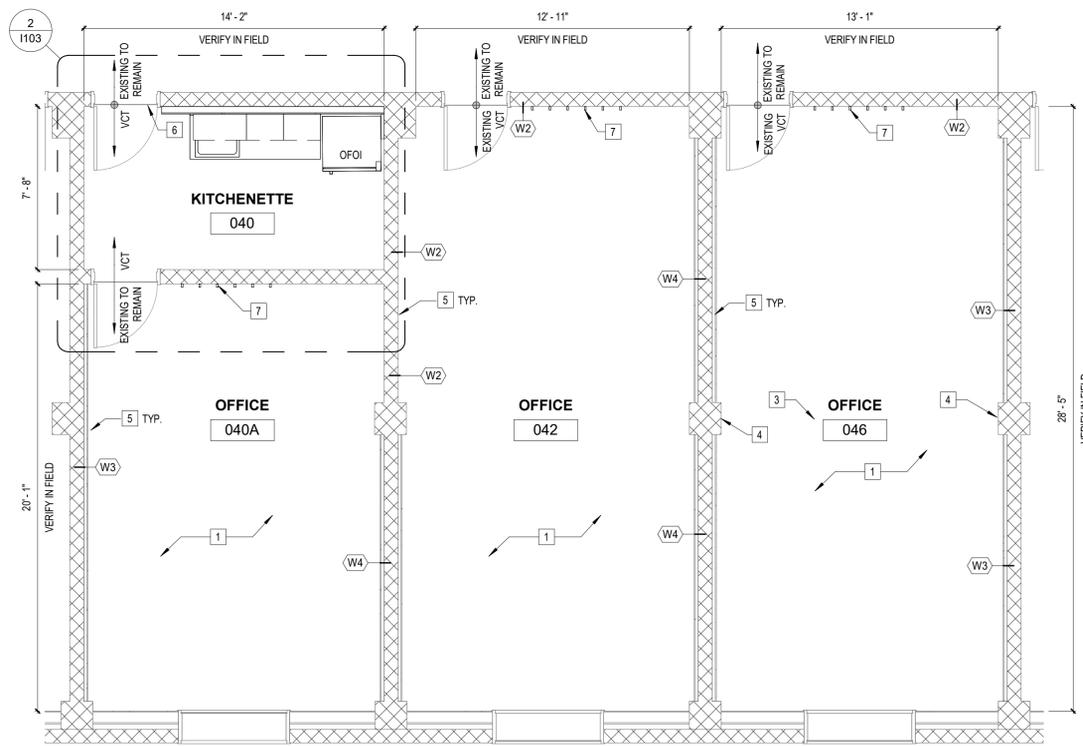
- DEMOLITION NOTES**
- 1 STRIP, CLEAN, AND PREPARE EXISTING VCT TILE FOR NEW FINISH
 - 2 REMOVE RUBBER BASE
 - 3 REMOVE COUNTERTOP, CABINETRY, PLUMBING FIXTURES AND CAP PLUMBING AT WALL
 - 4 REMOVE EXISTING WALL COMPLETE
 - 5 REMOVE DOOR COMPLETE



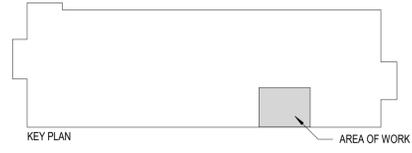
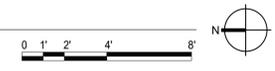
- PLAN NOTES**
- 1 CLEAN AND RE-FINISH EXISTING VCT FLOORING
 - 2 RUBBER BASE TO BE ROPPE 100, BLACK
 - 3 REPAIR FLOOR AS NECESSARY
 - 4 PATCH WALLS AND MATCH ADJACENT FINISH
 - 5 PAINT WALLS TO MATCH MSU STANDARD SHERWIN WILLIAMS PRO-MAR 200 HP COLOR: SW 6385 DOVER WHITE
 - 6 FLOOR TRANSITION
 - 7 WALL MOUNTED HOOKS MOUNTED AT 48" AFF. HEAVY DUTY MODERN STYLE DOUBLE HOOK 2 1/4" DEEP X 5" TALL STAINLESS STEEL OR POWDERCOAT FINISH. (PROVIDE 6 HOOKS FOR EACH ROOM)



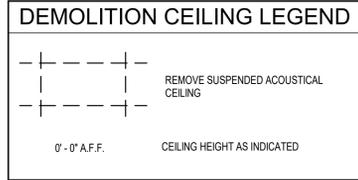
1 BASEMENT OFFICES DEMOLITION PLAN
 1/4" = 1'-0"



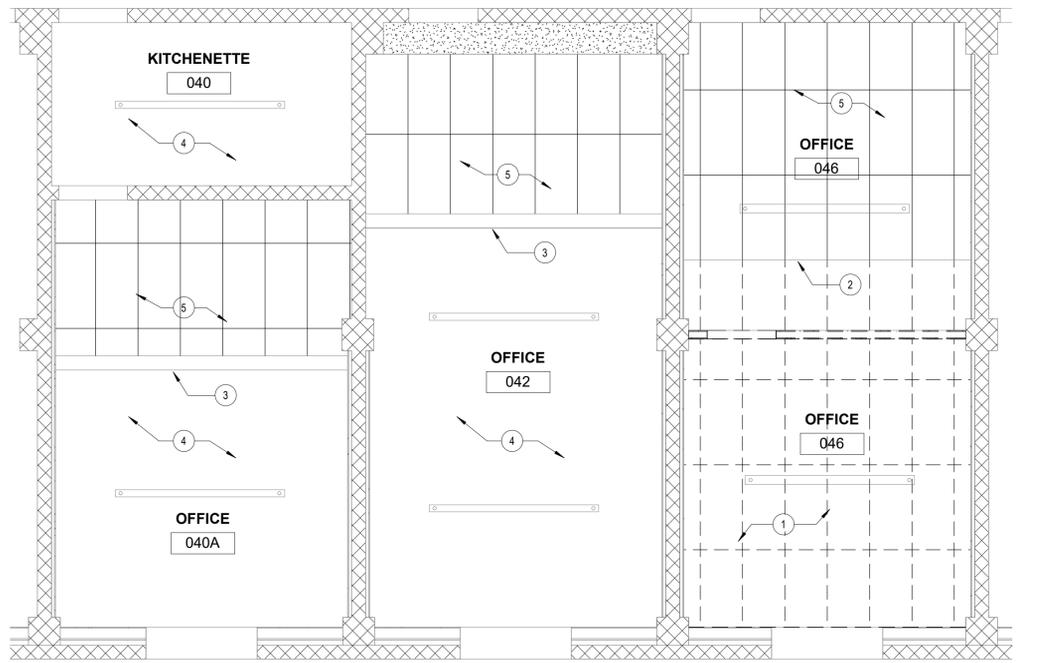
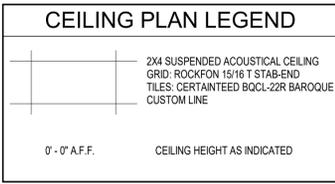
2 BASEMENT OFFICES FLOOR PLAN
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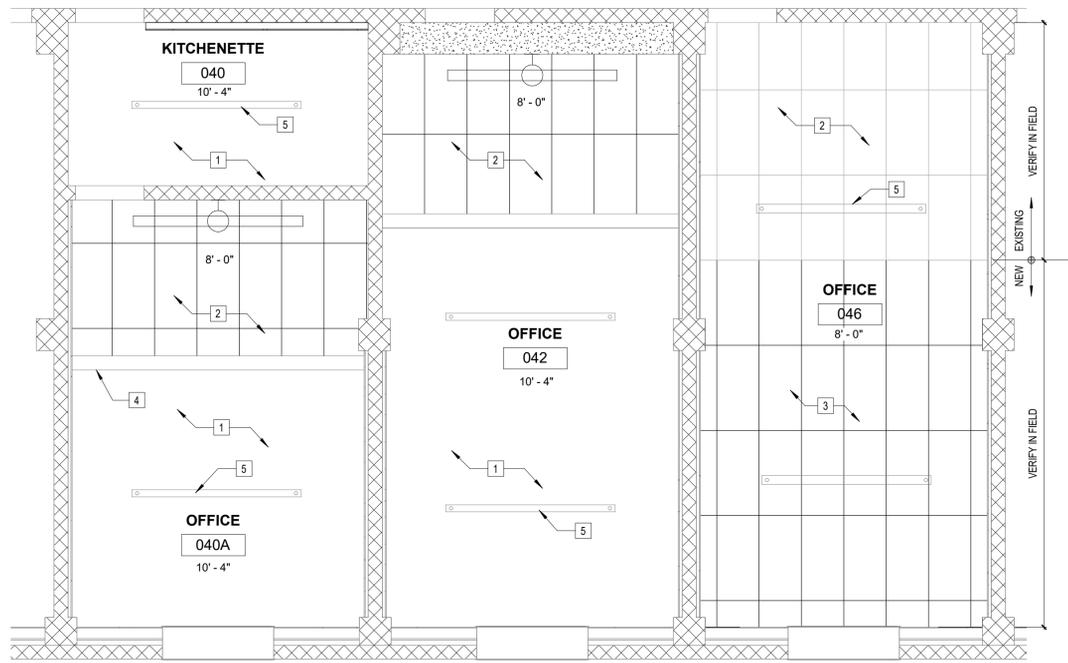
- REFLECTED CEILING DEMOLITION NOTES**
- 1 REMOVE ACT CEILING TILES AND GRID. TILES TO BE REINSTALLED PER PLANS
 - 2 REMOVE CEILING GRID AND TILE TO NEAREST GRID PARALLEL WITH REMOVED WALL
 - 3 EXISTING SOFFIT TO REMAIN
 - 4 EXISTING EXPOSED CEILING TO REMAIN
 - 5 EXISTING ACT TO REMAIN



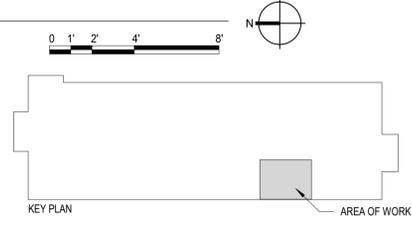
- REFLECTED CEILING PLAN NOTES**
- 1 PAINT EXPOSED CEILINGS, PIPES, AND DUCTS TO MATCH MSU STANDARD - SHERWIN WILLIAMS PRO-MAR 200 HP COLOR: SW 6385 DOVER WHITE
 - 2 REPLACE DAMAGED CEILING TILES AS NEEDED. ANTICIPATE UP TO 10% REPLACEMENT
 - 3 INSTALL ACT GRID TO MATCH EXISTING GRID HEIGHT. REUSE SALVAGED CEILING TILE AND SUPPLEMENT WITH MATCHING TILE OF SAME MANUFACTURER AND FINISH.
 - 4 PAINT SOFFIT TO MATCH MSU STANDARD - SHERWIN WILLIAMS PRO-MAR 200 HP COLOR: SW 6385 DOVER WHITE
 - 5 REFER TO ELECTRICAL DRAWINGS FOR LIGHTING WORK



1 GRADUATE OFFICES DEMOLITION REFLECTED CEILING PLAN
 1/4" = 1'-0"



2 GRADUATE OFFICES REFLECTED CEILING PLAN
 1/4" = 1'-0"



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AJM JOHNSON
 DATA CENTER HVAC UPGRADES
 (GRADUATE OFFICES REMODEL)



DRAWN BY:	NLM	
REVIEWED BY:	MFM	
REV.	DESCRIPTION	DATE



PPA#21-0184
 A/E#00-00-00
 AAI#:23061.01

SHEET TITLE
 REFLECTED CEILING PLANS
SHEET
1102
DATE
2-23-2024

DRAWN BY: NLM		
REVIEWED BY: MFJ		
REV.	DESCRIPTION	DATE



PPA#21-0184
 A/E#00-00-00
 AAI#:23061.01

SHEET TITLE
 ELEVATIONS /
 ENLARGED PLAN

SHEET
I103

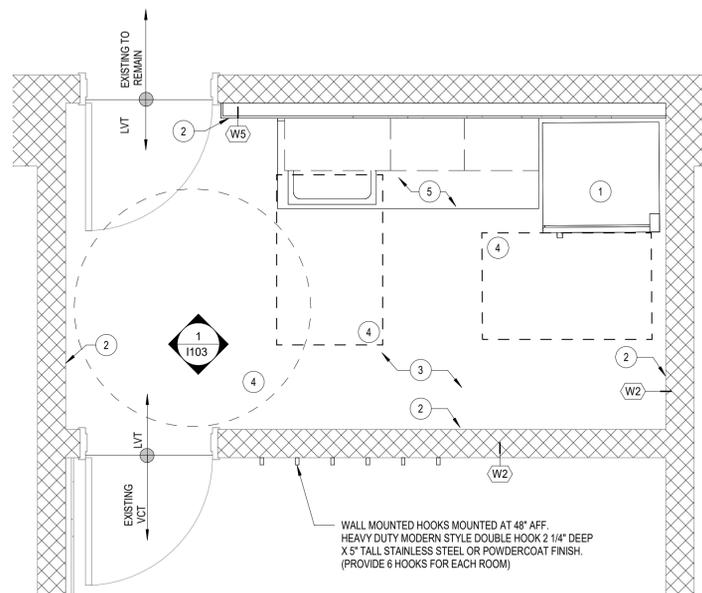
DATE
2-23-2024

FINISH SCHEDULE

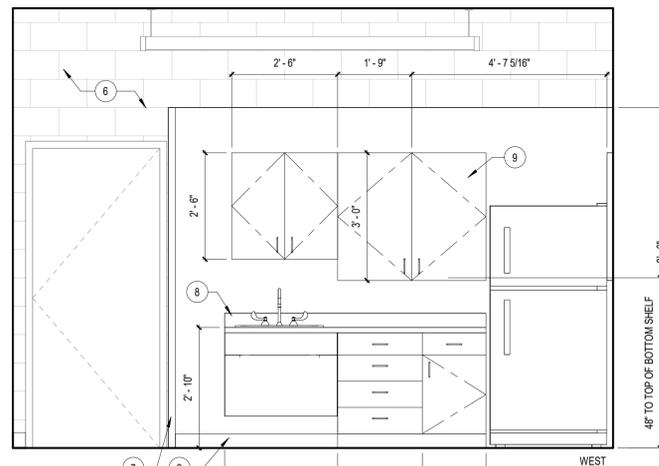
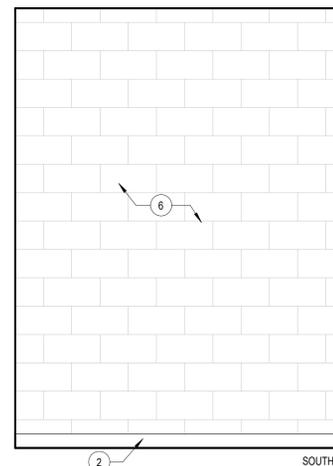
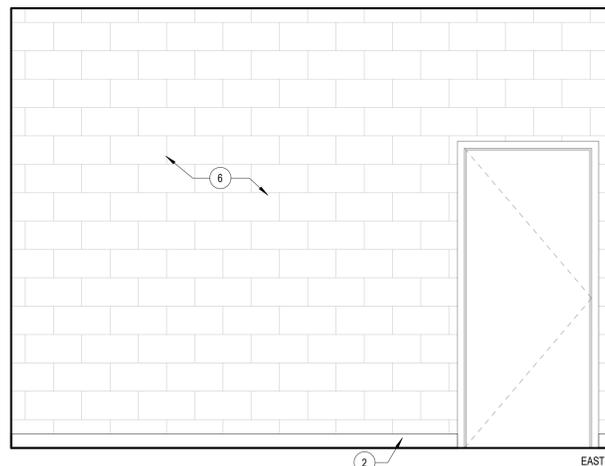
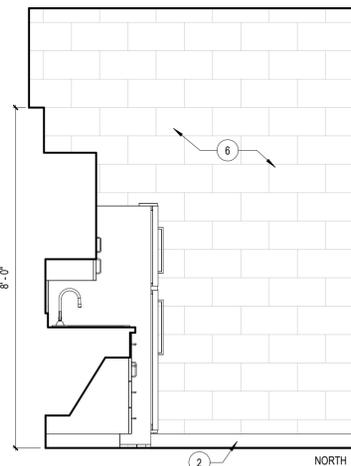
1. WALL PAINT TO BE SHERWIN WILLIAMS PROMAR 200 HP COLOR: SW 6385 DOVER WHITE, SEMI-GLOSS
2. LVT PLANK FLOORING: PATCRAFT ANEW, COLOR: 00550-V2 SLATE
3. COUNTERTOP AND BACKSPLASH SOLID SURFACE, CORIAN, COLOR: AURORA
4. CABINETRY - BASIS OF DESIGN: BELMONT 1300 SERIES: HORIZON
5. WALL BASE TO BE ROPPE 100, COLOR: BLACK

KEYNOTES

1. OWNER PROVIDED ADA COMPLIANT REFRIGERATOR
2. WALL BASE AS SCHEDULED
3. PREPARE EXISTING FLOOR TO ACCEPT LVT FLOORING
4. ADA SIDE, FRONT AND TURNING RADIUS CLEARANCES
5. ADA ACCESSIBLE CABINETRY WITH SOLID SURFACE COUNTERTOP AND BACKSPLASH
6. PAINT PER FINISH SCHEDULE
7. FULL HEIGHT CORNER GUARD TO MATCH WALL PAINT
8. 4" SOLID SURFACE BACKSPLASH
9. ADA COMPLIANT CABINETRY - BASIS OF DESIGN: BELMONT 1300 SERIES



2 KITCHENETTE
 1/2" = 1'-0"



1 KITCHENETTE ELEVATIONS
 1/2" = 1'-0"



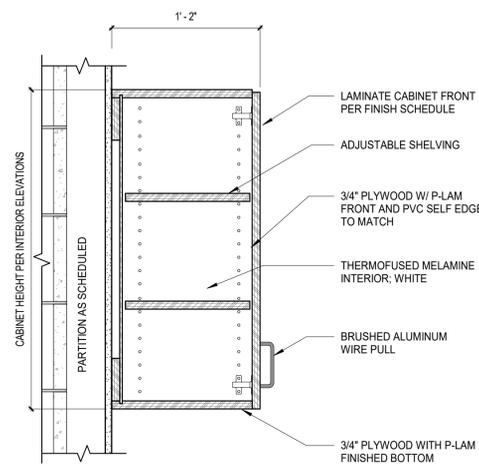
DRAWN BY:	NLM	
REVIEWED BY:	MFJ	
REV.	DESCRIPTION	DATE



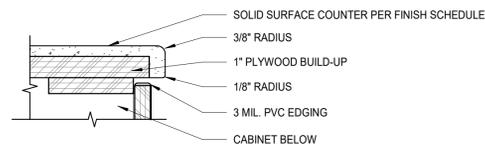
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A/E#00-00-00
AAI#:23061.01

SHEET TITLE
INTERIOR
DETAILS
SHEET
1104

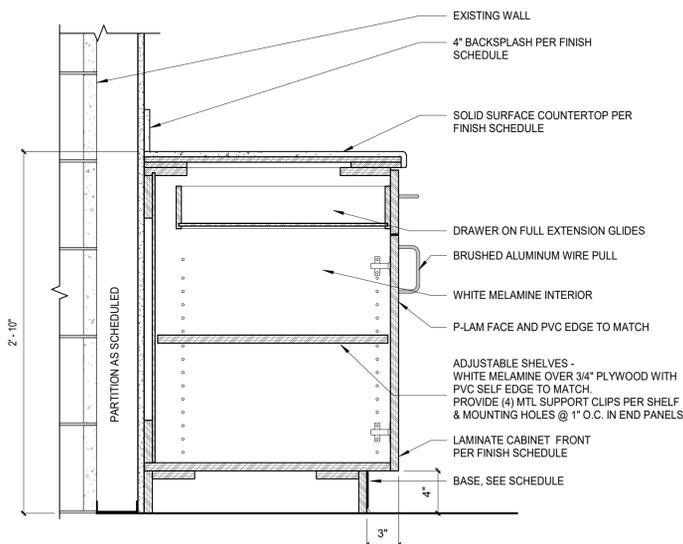
DATE
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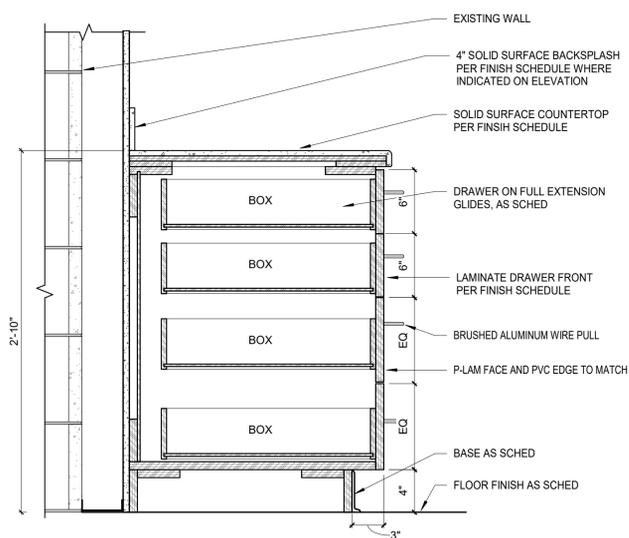
4 DETAIL AT UPPER CASEWORK
1 1/2" = 1'-0"



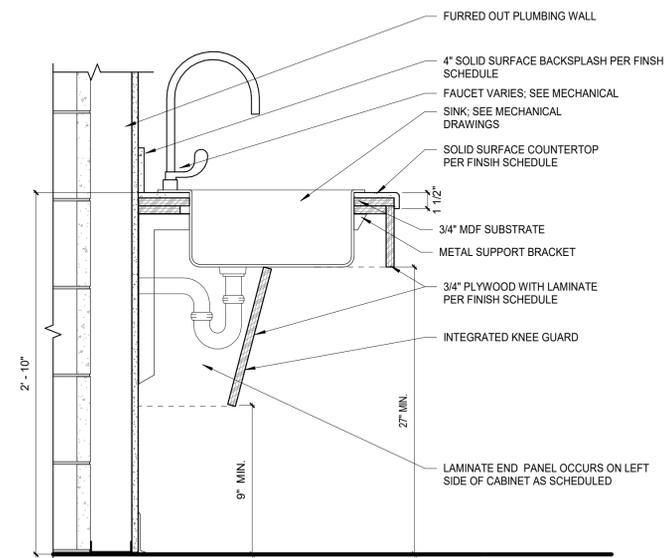
5 CASEWORK COUNTERTOP
3" = 1'-0"



1 DETAIL AT TYP. BASE CABINET
1 1/2" = 1'-0"



2 DETAIL EQ DRAWERS
1 1/2" = 1'-0"



3 DETAIL AT ACCESSIBLE SINK BASE
1 1/2" = 1'-0"



FURNITURE PACKAGE

PROVIDED BY
KR Office Interiors
 www.krofficeinteriors.com
 406-585-5417



- 6 - CHAIRS FOR MEETING TABLES
- 3 - 30" X30" SQUARE MEETING TABLE
- 3 - 48" X72" WHITE BOARDS
- 3 - STORAGE UNITS - 3 UNITS WIDE X 4 UNITS TALL
- 21 - TASK CHAIRS
- 21 - ADJUSTABLE HEIGHT DESKS 58" X 30"
- 21 - PRIVACY SCREEN ATTACHED TO DESKS
- 21 - DESKTOP POWERSTRIP

*** FURNITURE SHOWN FOR REFERENCE ONLY.
 FURNITURE UNDER SEPARATE MSU CONTRACT.
 NOT IN CONTRACTORS SCOPE OF WORK.



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DRAWN BY: **NLM**
 REVIEWED BY: **MF**

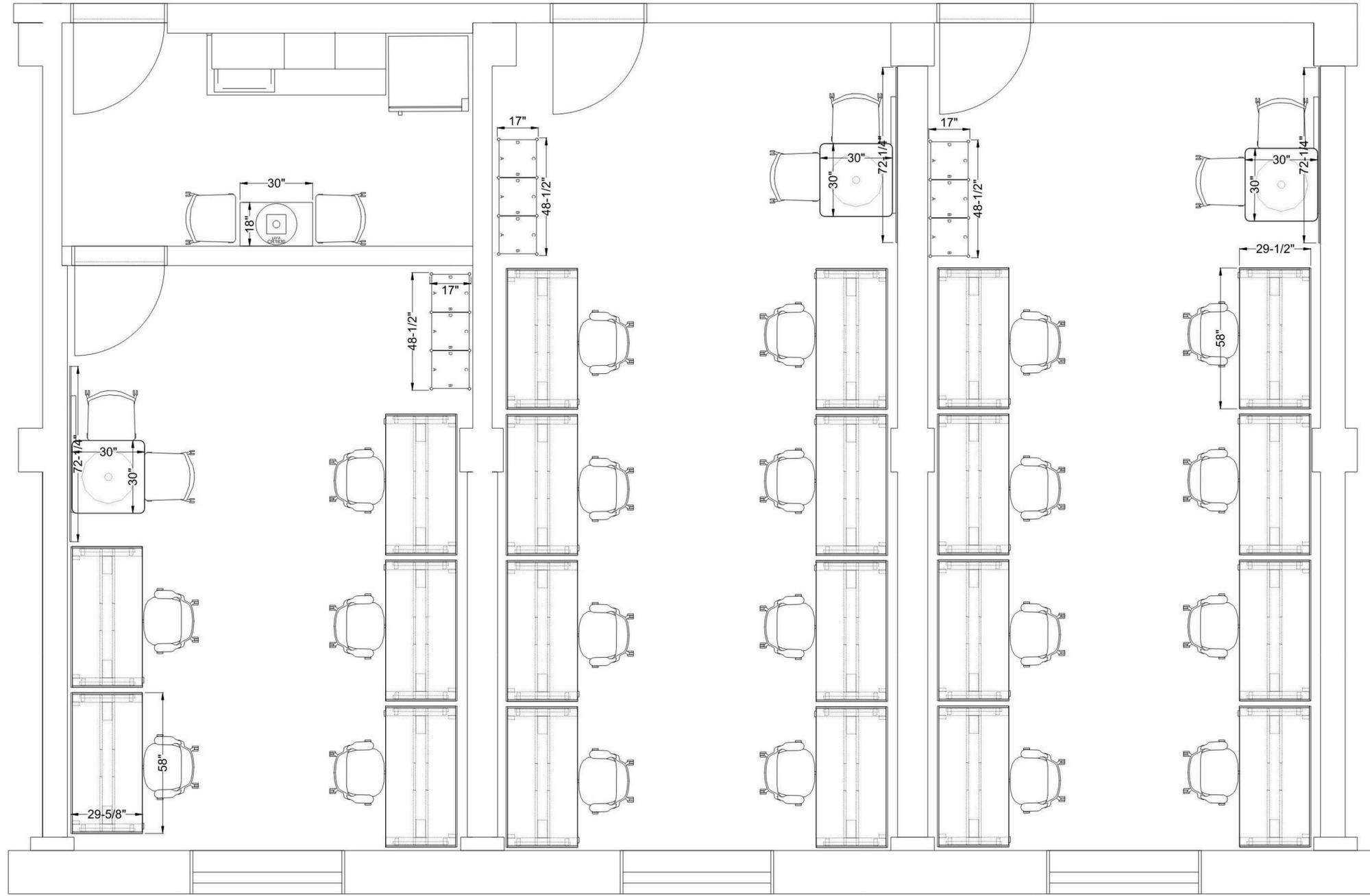
REV.	DESCRIPTION	DATE



PPA#21-0184
 A/E#00-00-00
 AAI#:23061.01

SHEET TITLE
 FURNITURE
 LAYOUT
SHEET
1105

DATE
 2-23-2024



1 FURNITURE LAYOUT
 1/2" = 1'-0"



SHOWN FOR REFERENCE ONLY. WORK UNDER SEPARATE CONTRACT.

MECHANICAL LEGEND

PIPING SYMBOLS

—CHWS—	CHILLED WATER SUPPLY
—CHWR—	CHILLED WATER RETURN
—CWS—	CONDENSER WATER SUPPLY
—CWR—	CONDENSER WATER RETURN
—GLY—	GLYCOL MAKEUP
—D—	SPECIALTY EQUIPMENT DRAIN

GENERAL MECHANICAL SYMBOLS

(XX)	NOTE DESIGNATION
(XX XXXX)	SECTION REFERENCE
(XX X.XX)	DETAIL REFERENCE
FD-X	EQUIPMENT IDENTIFICATION MARK
(X)	GRILLE OR DIFFUSER MARK
X	BALANCE CFM

PIPE FITTINGS AND SPECIALTIES

	PIPE UP
	PIPE DOWN
	UNION
	CONCENTRIC REDUCER OR INCREASER
	ECCENTRIC REDUCER OR INCREASER
	VALVE IN VERTICAL PIPE
	BALL VALVE
	BUTTERFLY VALVE
	MOTORIZED TWO-WAY VALVE
	MOTORIZED THREE-WAY VALVE
	CHECK VALVE
	BACKFLOW PREVENTOR
	FLOW BALANCE DEVICE
	PRESSURE REDUCING VALVE
	STRAINER
	FLOW SWITCH
	DIFFERENTIAL PRESSURE SENSOR
	MANUAL AIR VENT
	AUTOMATIC AIR VENT
	INSTRUMENT GAUGE WELL (PETE'S PLUG)
	THERMOMETER/TEMPERATURE GAUGE
	HOSE BIBB
	THERMOSTAT / SENSOR
	RELIEF VALVE
	PRESSURE GAUGE

GUIDE TO LINE WEIGHTS FOR MECHANICAL ITEMS

—	ITEMS SHOWN LIGHT ARE EXISTING AND TO REMAIN
—	ITEMS SHOWN BOLD AND SOLID ARE NEW
---	ITEMS SHOWN BOLD AND DASHED ARE TO BE REMOVED

DUCT WORK AND SPECIALTIES

	SHEET METAL DUCT (FIRST FIGURE INDICATES FACING SIDE)
	RECTANGULAR DUCT TAKEOFF WITH VOLUME DAMPER
	CONICAL SPIN-IN WITH VOLUME DAMPER
	ACCESS DOOR
	TURNING VANES
	RADIUSED ELBOW
	MOTORIZED DAMPER
	SUPPLY DIFFUSER, RETURN, AND EXHAUST GRILLE
	SUPPLY DUCT UP/DOWN
	RETURN DUCT UP/DOWN
	EXHAUST DUCT UP/DOWN
	ROUND DUCT UP/DOWN
	DUCT UNIT

OTHER ABBREVIATIONS

AD	ACCESS DOOR
AFF	ABOVE FINISH FLOOR (ELEVATION)
ARCH	ARCHITECT OR ARCHITECTURAL PLANS
BD	BACKDRAFT DAMPER
DB	DRY BULB TEMPERATURE
DN	DOWN
EAT	ENTERING AIR TEMPERATURE
EWT	ENTERING WATER TEMPERATURE
EXH	EXHAUST AIR
FD	FIRE DAMPER
FSD	FIRE/SMOKE DAMPER
IJS	IN JOIST SPACE
IWS	IN WALL SPACE
LAT	LEAVING AIR TEMPERATURE
LWT	LEAVING WATER TEMPERATURE
OA	OUTSIDE (FRESH) AIR
MECH.	MECHANICAL (CONTRACTOR)
MFR	MANUFACTURER
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
RA	RETURN AIR
SD	SMOKE DAMPER
SM	SHEET METAL
SS	STAINLESS STEEL
VD	VOLUME DAMPER
WB	WET BULB TEMPERATURE

GENERAL MECHANICAL PROJECT NOTES

- ALL DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, ORDINANCES, STANDARDS, REGULATIONS, AND CRITERIA.
- THE CONTRACTOR SHALL BE COGNIZANT THAT THIS IS A REMODEL PROJECT AND AS SUCH, CERTAIN ITEMS CANNOT BE FULLY ILLUSTRATED NOR EXPLAINED WITHOUT FIELD OBSERVATION. THEREFORE, BEFORE SUBMITTING A PROPOSAL, THE CONTRACTOR SHOULD VISIT AND EXAMINE THE PROJECT IN EVERY DETAIL AS PERTAINS TO THIS PROJECT AND MAKE ALLOWANCES IN THEIR PROPOSAL FOR ALL CONDITIONS THAT WILL AFFECT THE WORK INDICATED IN THE PROJECT MANUAL AND CONTRACT DOCUMENTS.
- THESE PLANS ARE REPRESENTATIVE IN NATURE AND BASED UPON FACILITY AS-BUILT PLANS AND FIELD INVESTIGATIONS DURING DESIGN. THE CONTRACTOR IS RESPONSIBLE TO REVIEW CONSTRUCTION DRAWINGS AND EXISTING CONDITIONS FOR POSSIBLE CONFLICTS OR AMBIGUITIES AND VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK. FAILURE TO PROVIDE NOTICE OF PERCEIVED OR ACTUAL CONFLICTS OR AMBIGUITIES PRIOR TO COMMENCING WORK IN THESE AREAS WILL BE CONSIDERED ACCEPTANCE OF EXISTING CONDITIONS.
- IN CASE OF DISCREPANCIES BETWEEN THE GENERAL NOTES, CONTRACT DOCUMENTS, SPECIFICATIONS AND REFERENCE STANDARDS, THE ENGINEER SHALL DETERMINE WHICH SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS AND INSPECTIONS. MECHANICAL CONTRACTOR SHALL DETERMINE METHODS, PHASING, AND SEQUENCE OF MECHANICAL WORK TO SATISFY CONTRACT DOCUMENT REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY STANDARDS SUCH AS OSHA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE WORK REQUIRED IN THE CONSTRUCTION DOCUMENTS AND THE REQUIREMENTS FOR EXECUTING IT PROPERLY.
- CHANGES OR DEVIATIONS FROM THE DRAWINGS MADE WITHOUT WRITTEN CONSENT OF THE ENGINEER ARE NOT PERMITTED. COORDINATE ANY NECESSARY MODIFICATIONS WITH THE ENGINEER PRIOR TO COMMENCEMENT OF THE WORK IN QUESTION.
- ALL CONTRACTORS PERFORMING THE WORK ENCLOSED IN THIS PLAN SET SHALL BE SOLELY RESPONSIBLE FOR THE COORDINATION OF THIS WORK BETWEEN ALL DISCIPLINES.
- UNLESS SPECIFICALLY INDICATED BY NOTATION "NO SUBSTITUTES" THE EQUIPMENT FOR THIS PROJECT AS SCHEDULED ON THE DRAWINGS CONSTITUTES THE BASIS FOR DESIGN AND IS ELIGIBLE FOR SUBSTITUTION IN ACCORDANCE WITH THE PROVISIONS OF PROJECT SPECIFICATIONS AND GENERAL CONDITIONS OF THE CONTRACT.
- ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE TOTALLY SEALED TO PREVENT THE SPREAD OF SMOKE, FIRE, TOXIC GASES, AND WATER THROUGH THE PENETRATION BEFORE, DURING, AND AFTER A FIRE CONDITION. THE FIRE RATING OF THE SEALED PENETRATION SHALL BE AT LEAST THAT OF THE WALL INTO WHICH IT IS INSTALLED. THE SEAL SHALL PERMIT THE VIBRATION, EXPANSION AND/OR CONTRACTION OF THE CONDUIT PASSING THROUGH THE PENETRATION WITHOUT THE SEAL CRACKING OR CRUMBLING. CONSULT AND REFERENCE ARCHITECTURAL PLANS FOR FIRE STOP SPECIFICATION. ALL FIRE STOPPING PRODUCTS SHALL BE APPROVED BY THE GENERAL CONTRACTOR SO THAT ONE COMMON PRODUCT LINE WILL BE USED ON THIS JOB.
- AIR PLENUMS: MECHANICAL / PIPING SYSTEMS ROUTED INTO AND/OR THROUGH A RETURN AIR PLENUM SHALL BE IMC/IBC/NFPA 90A RATED FOR SUCH USE.
- TEMPERATURE CONTROLS: THE MECHANICAL CONTRACTOR (MC) SHALL BE SOLELY RESPONSIBLE FOR THE SUCCESSFUL OPERATION OF THE MECHANICAL INSTALLATION AND SYSTEMS, INCLUDING TEMPERATURE CONTROLS. ALL ELECTRICAL WORK SUPPORTING THE INSTALLATION AND OPERATION OF THE TEMPERATURE CONTROLS SYSTEM SHALL BE PROVIDED AS PART OF THE MECHANICAL SYSTEMS SCOPE. CONTROL SEQUENCES OF OPERATION AND THEIR ASSOCIATED COMPONENTS ARE INCLUDED WITHIN THIS PLANS SET. REFER TO SPECIFICATIONS FOR DETAILED CONTROL SYSTEM AND COMPONENT INFORMATION. THIS PROJECT SHALL PROVIDE ALL COMPONENTS, LABOR, SYSTEM TESTING, AND PERFORMANCE CERTIFICATION TO ACHIEVE A COMPLETE AND FUNCTIONAL TEMPERATURE CONTROLS SYSTEM AS SPECIFIED.
 - CONTROL SYSTEM WORK SHALL BE SOLELY PERFORMED BY ELECTRO CONTROLS TO MATCH THE EXISTING BUILDING SYSTEMS, NO EXCEPTIONS.
- VIBRATION: EQUIPMENT WHICH IS SPECIFIED OR SCHEDULED TO BE SUPPLIED WITH VIBRATION INSULATION MUST BE SEPARATELY RESTRAINED TO MEET IBC SEISMIC REQUIREMENTS AS SPECIFIED, OR MUST BE SUPPLIED WITH RESTRAINED ISOLATORS SPECIFICALLY SIZED AND SELECTED TO MEET IBC REQUIREMENTS.
- SUBMITTALS: SUBMIT COMPLETE MANUFACTURER'S DATA FOR ALL EQUIPMENT SCHEDULED, SPECIFICALLY INDICATING ALL PROPOSED EQUIPMENT AND OPTIONS. COMPLY WITH ALL GENERAL SUBMITTAL REQUIREMENTS AS FOUND IN THE PROJECT SPECIFICATIONS.
- INSTALLATION:
 - PREWORK: MECHANICAL CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS PRIOR TO WORK. REPORT ANY OBSERVED AMBIGUITY, OMISSION, OR ERROR, IN WRITING, AT ONCE TO THE GENERAL CONTRACTOR.
 - SEQUENCING: MECHANICAL CONTRACTOR SHALL DETERMINE METHODS, PHASING, AND SEQUENCE OF MECHANICAL WORK TO SATISFY CONTRACT DOCUMENT REQUIREMENTS.
 - EQUIPMENT MAINTENANCE CLEARANCES: ALL MANUFACTURER'S REQUIRED CLEARANCES TO COMPLY WITH BOTH NEC AND IMC SHALL BE PROVIDED. MAINTENANCE ACCESS FOR THE SERVICING OF MECHANICAL EQUIPMENT IS A CRITICAL PORTION OF THE INSTALLATION REQUIREMENTS FOR ALL EQUIPMENT INCLUDED WITH THIS PROJECT, TO INCLUDE MAINTAINING CLEARANCES TO EXISTING EQUIPMENT, WHERE INDICATED, SERVICE CLEARANCES MAY OVERLAP.
 - CLEANING: THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK. SUBCONTRACTORS SHALL REMOVE ALL RUBBISH, TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND LEAVE THE JOB IN A BROOM CLEAN CONDITION. ALL FIXTURES, EQUIPMENT, GLAZING, FLOORS, ETC., SHALL BE LEFT CLEAN AND READY FOR OCCUPANCY UPON COMPLETION OF THE PROJECT. VENTILATING SYSTEM, IF USED DURING CONSTRUCTION: CLEAN DUCTS, BLOWERS, COILS, ETC.; REPLACE DISPOSABLE FILTERS; CLEAN PERMANENT FILTERS.

GENERAL MECHANICAL DEMOLITION & REMODEL NOTES

- THE MECHANICAL CONTRACTOR SHALL BE COGNIZANT THAT THIS IS A REMODEL PROJECT AND AS SUCH, EQUIPMENT, PIPING, DUCTWORK, ACCESSORIES, ETC. SHOWN ARE DRAWN FROM EXISTING DRAWINGS AND FIELD OBSERVATIONS AND SHALL BE USED AS A REFERENCE ONLY. THERE MAY BE ADDITIONAL MECHANICAL SYSTEMS THAT NEED TO BE REMOVED AND THEIR REMOVAL SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR.
- MECHANICAL EQUIPMENT SHOWN LIGHT AND SOLID ARE EXISTING TO REMAIN. DEVICES SHOWN HEAVY AND DASHED ARE EXISTING TO BE REMOVED.
- WHERE SHOWN FOR REMOVAL, DUCTWORK AND PIPING IS TO BE REMOVED COMPLETE, INCLUDING ANY ASSOCIATED SUPPORTS. NO MECHANICAL SYSTEM COMPONENTS MAY BE ABANDONED IN-PLACE WITHOUT APPROVAL FROM THE ENGINEER.
- CONTRACTOR SHALL CUT ALL FLOORS, WALLS, CEILINGS, AND ROOFS AS REQUIRED TO PERFORM THE WORK INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL PATCH ALL ASSOCIATED FLOORS, WALLS, CEILINGS, AND ROOFS AS REQUIRED TO THE SATISFACTION OF THE GOVERNMENT.
- DRAWINGS ARE DIAGRAMMATIC IN NATURE AND DO NOT NECESSARILY SHOW EXACT LOCATIONS OR ALL FITTINGS/TRANSITIONS/OFFSETS.
- COORDINATE ALL HVAC EQUIPMENT AND PIPING WITH ALL OTHER TRADES.
- MECHANICAL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES SHALL MATCH OR EXCEED THE ASSEMBLY RATING AS REQUIRED BY I.B.C.
- PROVIDE FLUSH CUP CONCEALED OPERATORS ON ALL HAND DAMPERS LOCATED ABOVE HARD CEILINGS.
- ALL DUCT DIMENSIONS SHOWN ARE CLEAR INTERIOR DIMENSIONS.
- COORDINATE EXACT LOCATION OF GRILLES AND DIFFUSERS WITH ARCHITECTURAL REFLECTED CEILING PLAN AND LIGHTING LAYOUT.
- ALL CONCEALED DUCTWORK SHALL BE INSTALLED AS HIGH AS ALLOWED ABOVE SUSPENDED CEILING UNLESS OTHERWISE INDICATED.
- ALL EXPOSED DUCTWORK SHALL BE INSTALLED AT HEIGHT INDICATED.
- FLEX DUCT RUNOUTS SHALL BE LIMITED TO 60" AND SHALL BE USED ONLY WHERE SHOWN ON PLANS.
- PROVIDE COLOR MATCHED METAL ESCUTCHEONS WHERE EXPOSED DUCTWORK PENETRATES A SIDEWALL.
- COORDINATE FINAL THERMOSTAT LOCATIONS WITH THE OWNER. MAINTAIN EXISTING DDC THERMOSTATS WHERE FEASIBLE.
- INSULATE ALL DUCT AND PIPE SERVICES IN ACCORDANCE WITH DIVISION 22 AND 23 SPECIFICATION SECTIONS.

GRILLES - REGISTERS - DIFFUSERS

MARK	MFR	CATALOG NO.				MATERIAL	FINISH	SIZE	NOTES
		MODEL	FRAME	DAMPER	DEFLECTOR				
①	PRICE	SPD	SURFACE TYPE 31	-	SQUARE PLAQUE	STEEL	WHITE	12"x12" FACE 6" DIA NECK	① SUPPLY DIFFUSER, CEILING SURFACE MOUNT
① SQUARE PLAQUE FLUSH FACE STEEL CEILING DIFFUSER WITH SINGLE-PIECE AERODYNAMIC BACKPAN FEATURING A 360 DEGREE RADIAL DISCHARGE PATTERN (STANDARD 4-WAY AIRFLOW). DIFFUSER TO BE PROVIDED WITH FACE AND NECK SIZE AS SCHEDULED ABOVE. PROVIDE IN 24"x24" MODULE WITH LAY-IN CEILING FRAME, OR FRAMED SURFACE MOUNTING IN GYPSUM BOARD CEILING AS INDICATED ABOVE. PLAQUE FACE TO BE REMOVABLE WITHOUT TOOLS.									

PLUMBING FIXTURE SCHEDULE

MARK	TYPE	MFR	CATALOG NUMBER				CONNECTIONS				NOTES	
			FIXTURE	TRIM	SUPPLIES	TRAP	WASTE	VENT	CW	HW		
P-1	KITCHENETTE SINK	ELKAY	CROSSTOWN ECTS9A02S226T8G	①	1/4-TURN ANGLE	OFFSET	-	1-1/2"	1-1/2"	1/2"	1/2"	① KITCHENETTE SINK

NOTES: ALL FIXTURES WITH WATER CONNECTIONS ARE REQUIRED TO HAVE SUPPLY STOPS, HOWEVER, NO SPECIFIED BRAND OR MODEL NUMBER IS REQUIRED BY THE SCHEDULE. SEE SPECIFICATIONS FOR REQUIRED CONSTRUCTION FEATURES OF FIXTURE STOPS. THE VENT SIZE LISTED IN THE SCHEDULE IS THE MINIMUM VENT SIZE. FOR RUNS EXCEEDING 1/3 OF THE MAXIMUM VENT LENGTH TABULATED IN THE UNIFORM PLUMBING CODE, THE VENT SIZE MUST BE INCREASED BY ONE NOMINAL PIPE SIZE.

- 18 GA. TYPE 304 STAINLESS STEEL 25"x22x6" KITCHEN SINK KIT FEATURING POLISHED SATIN FINISH, SLIM RIM, ONE BOWL, REAR CENTER 3-1/2" DRAIN, AND DROP-IN DESIGN. FIXTURE SHALL BE ADA COMPLIANT AND UPC LISTED. PROVIDE WITH BOTTOM GRIDS, SOUND GUARD CONSTRUCTION, MATCHING STRAINERS/STOPPERS, AND ELKAY 'AVADO' LKAV4061LS SEMI-PROFESSIONAL SINGLE-HOLE KITCHEN FAUCET WITH LUSTROUS STEEL FINISH AND CERAMIC DISC VALVE.



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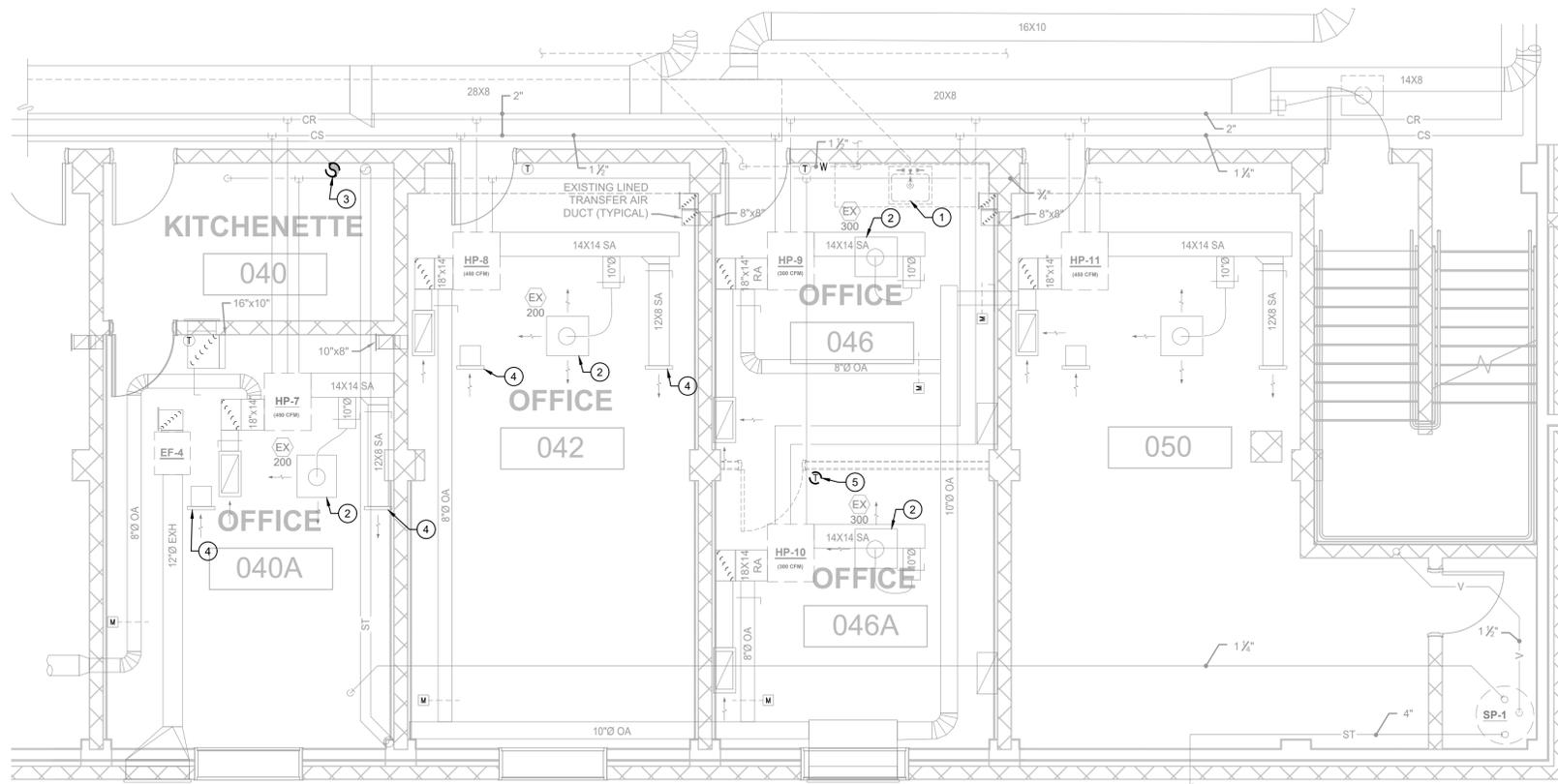
AJM JOHNSON
DATA CENTER HVAC UPGRADES
(GRADUATE OFFICES REMODEL)



DRAWN BY:

REVIEWED BY:

REV.	DESCRIPTION	DATE

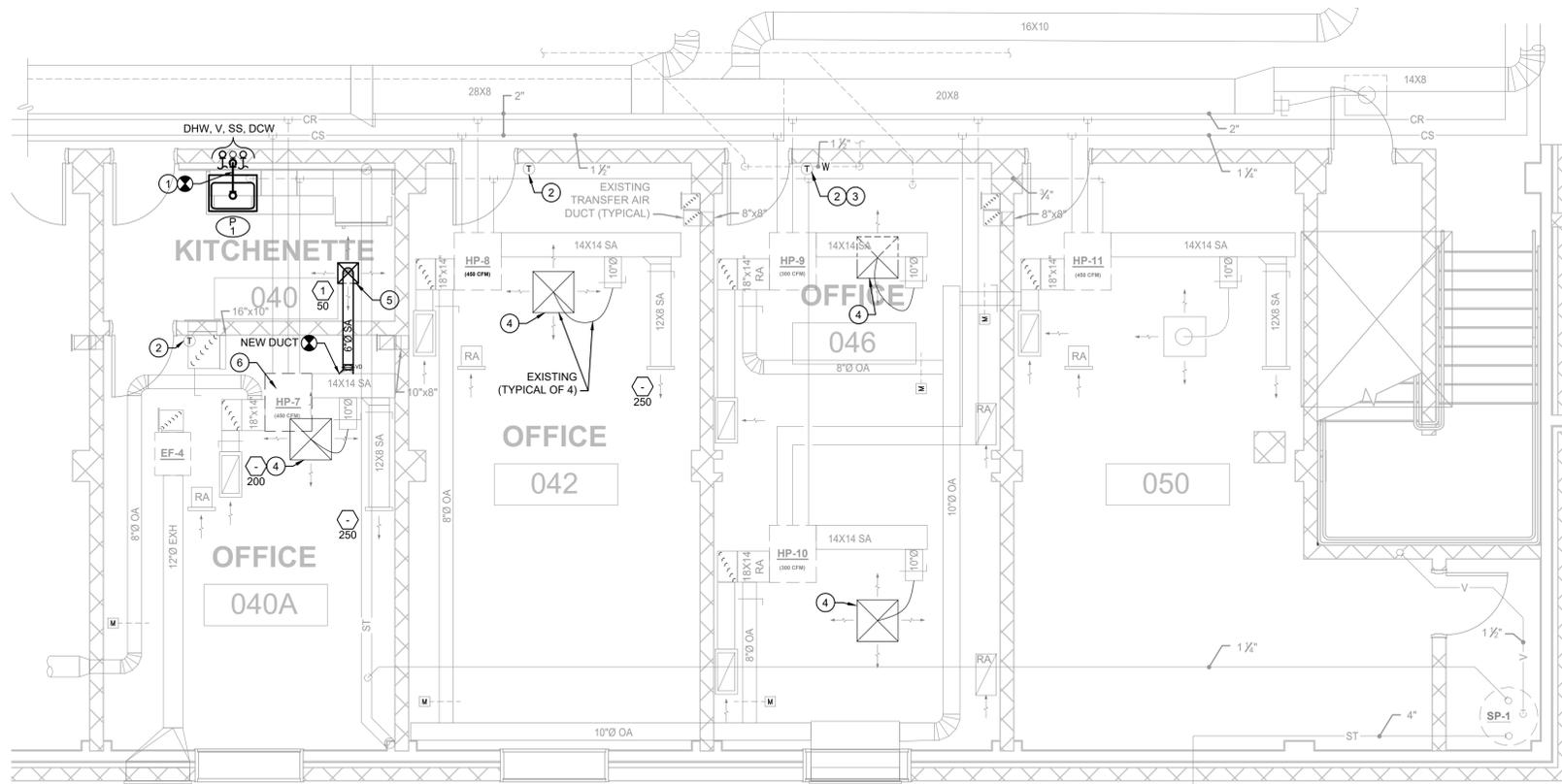


N 1 BASEMENT MECHANICAL DEMOLITION PLAN

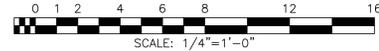


SPECIFIC SHEET DEMOLITION NOTES:

- 1 REMOVE EXISTING PLUMBING FIXTURE AND CAP PLUMBING CONNECTIONS FOR DWV AND DOMESTIC COLD/HOT WATER WITHIN WALL. PATCH WALL TO MATCH EXISTING.
- 2 MAINTAIN EXISTING BALANCE DAMPER, DIFFUSER AND FLEXIBLE DUCT FOR REUSE.
- 3 REMOVE OLD LAB HOOD EXHAUST DUCT CUT OFF AT CEILING LEVEL. PATCH CEILING PENETRATION TO MATCH EXISTING.
- 4 MAINTAIN EXISTING VERTICAL SUPPLY/RETURN GRILLES ON SOFFIT FOR REUSE.
- 5 REMOVE EXISTING THERMOSTAT SERVING HEAT PUMP HP-10 AND DELIVER TO MSU FACILITIES.



N 2 BASEMENT MECHANICAL REMODEL PLAN



SPECIFIC SHEET REMODEL NOTES:

- 1 INSTALL NEW SINK FIXTURE/TRIM (SEE SCHEDULE) AND CONNECT TO EXISTING DWV AND DOMESTIC COLD/HOT WATER SYSTEMS IN WALL. RECONNECT ANY EXISTING HEAT PUMP CONDENSATE DRAINS TO THIS FIXTURE'S TAILPIECE IF PRESENT WITHIN THE WALL.
- 2 PROTECT EXISTING DDC THERMOSTATS DURING SPACE FINISH RENOVATIONS.
- 3 TIE EXISTING HEAT PUMP HP-10 TO EXISTING THERMOSTAT SERVING HEAT PUMP HP-9 SUCH THAT BOTH OPERATE IN RESPONSE TO A SINGLE CALL FOR HEATING OR COOLING.
- 4 MAINTAIN EXISTING BALANCE DAMPER, FLEXIBLE DUCT, AND SUPPLY DIFFUSER. WHERE CEILINGS ARE REMOVED AND REPLACED, TEMPORARILY SUPPORT, AND RELOCATE AS REQUIRED IN COORDINATE WITH LIGHT FIXTURES. FOR CEILING CHANGES, SEE ARCHITECTURAL.
- 5 INSTALL NEW 6\"/>



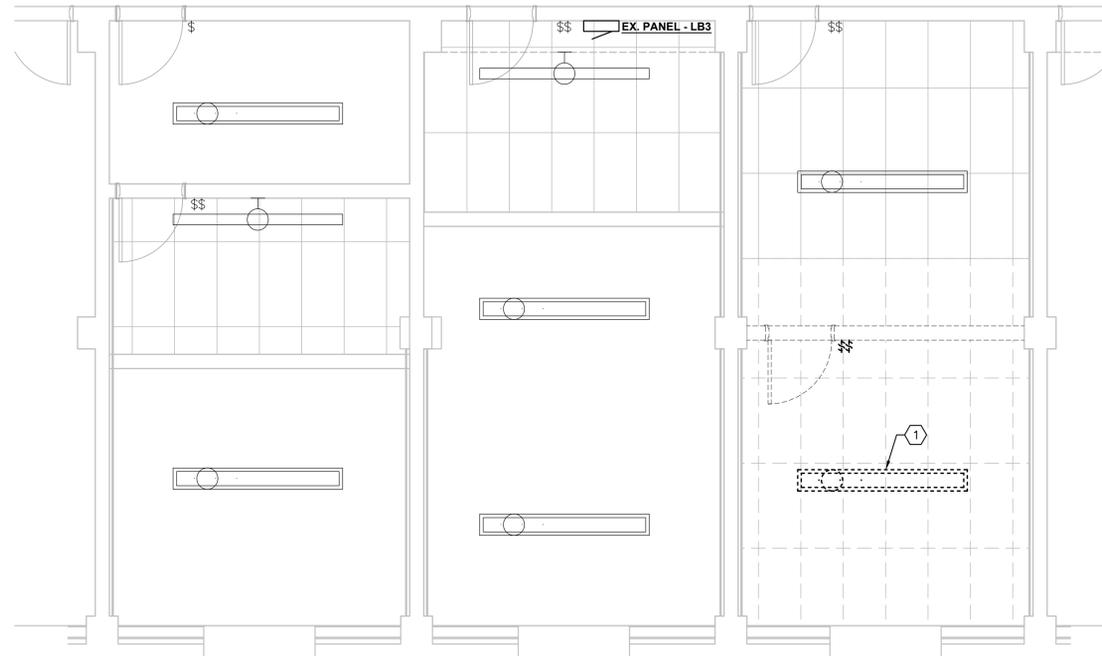
N KEYPLAN

ELECTRICAL LEGEND

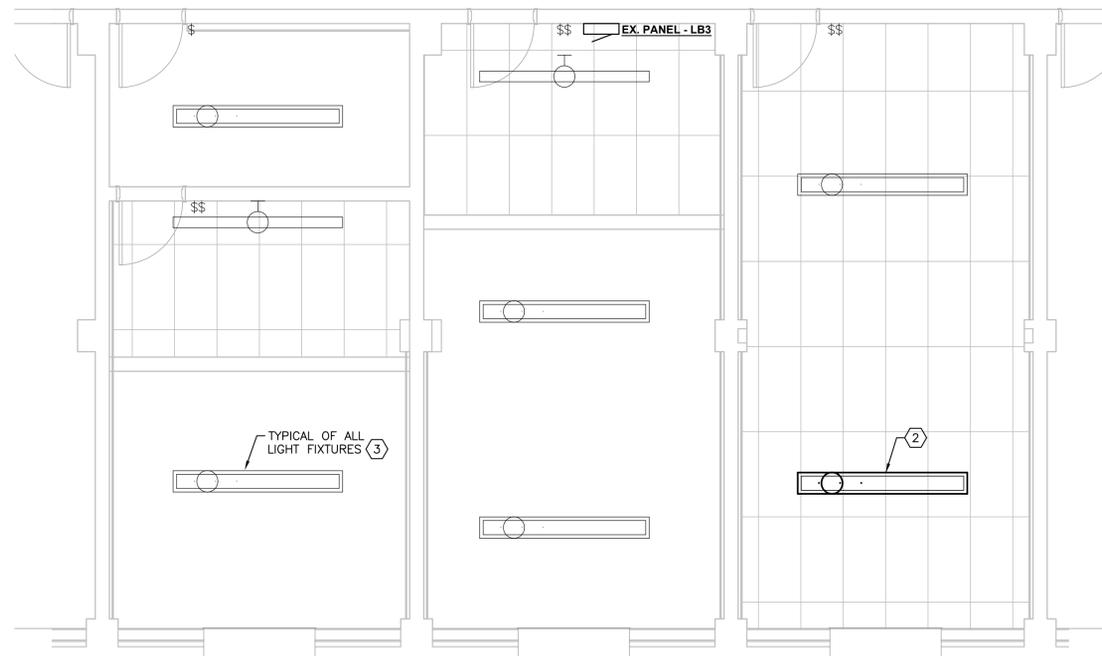
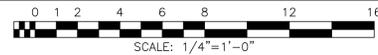
SYMBOL	DESCRIPTION
	POWER PANEL - 208Y/120 VOLT, 3Ø 4 WIRE
	VARIABLE FREQUENCY DRIVE
	DISCONNECT SWITCH
	BRANCH CIRCUIT CONCEALED IN WALL OR CEILING
	BRANCH CIRCUIT CONCEALED IN OR UNDER FLOOR
	CONDUIT RUN - NUMBER OF ARROWHEADS INDICATES THE NUMBER OF CIRCUITS REQUIRED.
	CONDUIT STUB
	LED LIGHT FIXTURE
	TELEPHONE/DATA ROUGH-IN (PROVIDE DOUBLE GANG BOX WITH SINGLE GANG MUD RING AND 1" CONDUIT STUBBED UP ABOVE CEILING LEVEL)
	DUPLEX CONVENIENCE RECEPTACLE
	MOTOR (M - MOTOR, F - FAN, P - PUMP)
	SPECIAL EQUIPMENT CONNECTION OR OUTLET AS NOTED
	SWITCH
ABBREVIATIONS	DESCRIPTION
AIC	AMPS INTERRUPTING CURRENT
AC	ABOVE COUNTER
C	CONDUIT
CLF	CURRENT LIMITING FUSE
EC	ELECTRICAL CONTRACTOR
EX	EXISTING
G	GROUND
GFI	GROUND FAULT CIRCUIT INTERRUPTER
HP	HORSEPOWER
MC	MECHANICAL CONTRACTOR
PMR	PER MANUFACTURER'S RECOMMENDATIONS
XFMR	TRANSFORMER
VFD	VARIABLE FREQUENCY DRIVE
WP	WEATHERPROOF
W/	WITH

GENERAL PROJECT NOTES:

- THE COMPLETE ELECTRICAL INSTALLATION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, THE LATEST RULES AND REGULATIONS OF THE SAFETY ORDERS ISSUED BY THE DIVISION OF INDUSTRIAL SAFETY, THE NATIONAL BOARD OF FIRE UNDERWRITERS AND ALL APPLICABLE STATE AND LOCAL CODES ISSUED BY THE AUTHORITIES HAVING JURISDICTION.
- ELECTRICAL CONTRACTOR SHALL DIRECT, PROVIDE, & SUPERVISE ALL ELECTRICAL WORK AND SHALL COORDINATE ALL WORK WITH OTHER TRADES. THE CONTRACTOR SHALL CONSULT THE ARCHITECTURAL, MECHANICAL, AND OTHER DRAWINGS RELATED TO THIS PROJECT FOR OTHER ELECTRICAL WORK TO BE DONE, WHICH MAY NOT BE SHOWN ON THESE ELECTRICAL PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS AND INSPECTIONS.
- ELECTRICAL CONTRACTOR SHALL DETERMINE METHODS, PHASING, & SEQUENCE OF ELECTRICAL WORK TO SATISFY CONTRACT DOCUMENT REQUIREMENTS.
- ALL PENETRATIONS THROUGH WALLS SHALL BE TOTALLY SEALED TO PREVENT THE SPREAD OF SMOKE, FIRE, TOXIC GASES, AND WATER THROUGH THE PENETRATION. THE FIRE RATING OF THE SEALED PENETRATION SHALL BE AT LEAST THAT OF THE WALL INTO WHICH IT IS INSTALLED. THE SEAL SHALL PERMIT THE VIBRATION, EXPANSION AND/OR CONTRACTION OF THE CONDUIT PASSING THROUGH THE PENETRATION WITHOUT THE SEAL CRACKING OR CRUMBLING.
- UNLESS OTHERWISE INDICATED, THE MINIMUM SIZE OF CONDUIT FOR ALL CIRCUITS SHALL BE 1/2".
- GREEN INSULATED GROUND CONDUCTORS SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUIT CONDUIT.
- ALL 120V CIRCUITS SHALL HAVE A DEDICATED NEUTRAL CONDUCTOR.
- ELECTRICAL EQUIPMENT AND FEEDERS SHALL BE SUPPORTED AND/OR ANCHORED IN ACCORDANCE WITH ALL LOCAL SEISMIC REQUIREMENTS.
- ELECTRICAL CONTRACTOR SHALL REVIEW & VERIFY ALL DIMENSIONS PRIOR TO WORK. REPORT ANY OBSERVED AMBIGUITY, OMISSION, OR ERROR, IN WRITING, AT ONCE, TO THE GENERAL CONTRACTOR.
- ELECTRICAL CONTRACTOR SHALL COORDINATE ALL BACKER, CONCRETE PADS, & STRUCTURAL RELATED FRAMING ISSUES, WITH THE GENERAL CONTRACTOR, PRIOR TO ROUGH-IN. CONDUIT WHICH SPAN STRUCTURAL SEISMIC JOINTS REQUIRE 12" MINIMUM FLEXIBLE JOINT & SUPPORT.



1 ENLARGED BASEMENT LIGHTING DEMOLITION PLAN



2 ENLARGED BASEMENT LIGHTING REMODEL PLAN

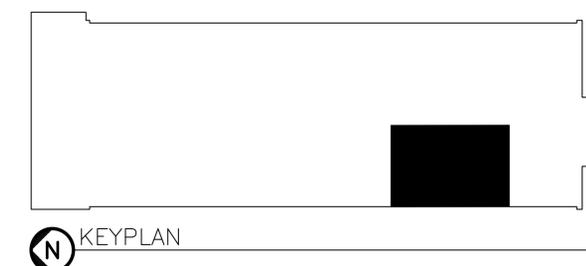


GENERAL SHEET NOTES:

- THE ELECTRICAL CONTRACTOR SHALL BE COGNIZANT THAT THIS IS A REMODEL PROJECT AND AS SUCH, ELECTRICAL PANELS, DEVICES, CIRCUITS, ETC. SHOWN ARE DRAWN FROM EXISTING DRAWINGS AND FIELD OBSERVATIONS AND SHALL BE USED AS A REFERENCE ONLY. THERE MAY BE ADDITIONAL ELECTRICAL DEVICES THAT NEED TO BE REMOVED AND THEIR REMOVAL SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- ELECTRICAL DEVICES SHOWN LIGHT AND SOLID ARE EXISTING TO REMAIN. DEVICES SHOWN HEAVY AND DASHED ARE EXISTING TO BE REMOVED.
- ABANDONED CONDUIT, WIRE, J-BOXES AND SIGNALING WIRE IS TO BE REMOVED WHERE ACCESSIBLE.
- PATCH ALL HOLES FROM REMOVED CONDUIT AND CABLING WITH GROUT OR CAULK (FIRE RATED AS REQUIRED).
- ANY CIRCUITS (POWER, SYSTEMS, LIGHTING, FIRE ALARM, ETC.) THAT ARE IN THE WAY OF DEMOLITION SHALL BE EXTENDED/RE-ROUTED AS REQUIRED. ELECTRICIAN SHALL VISIT SITE PRIOR TO BID TO VERIFY THAT ALL REQUIRED DEMOLITION AND RE-ROUTING IS IN HIS BID.

SPECIFIC SHEET NOTES:

- TEMPORARILY REMOVE LIGHT FIXTURE FOR CEILING REPLACEMENT. MAINTAIN CIRCUITING FOR REUSE.
- REINSTALL LIGHT FIXTURE ONCE NEW CEILING IS INSTALLED. RECONFIGURE SWITCHING SO THAT ALL LIGHTS ARE CONNECTED TO SAME LIGHT SWITCHES AT HALLWAY DOOR.
- CLEAN ALL DEBRIS FROM BASKET STYLE INDIRECT LIGHT FIXTURES ONCE PROJECT IS COMPLETE. IN ADDITION, WIPE DOWN LAMPS AND INSIDE OF LIGHT FIXTURES.



N KEYPLAN



MSU-CPDC

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA
PHONE: 406.994.5413
FAX: 406.994.5665

AJM JOHNSON
DATA CENTER HVAC UPGRADES
(GRADUATE OFFICES REMODEL)



DRAWN BY:

REVIEWED BY:

REV.	DESCRIPTION	DATE



PPA#21-0184

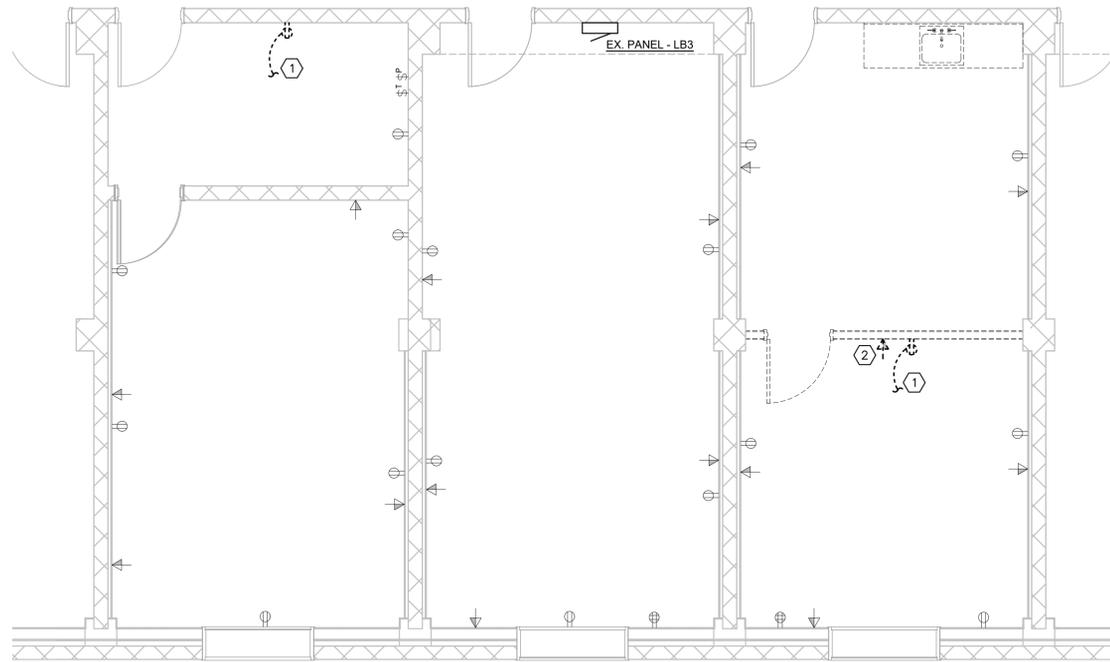
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GPD#22-2504

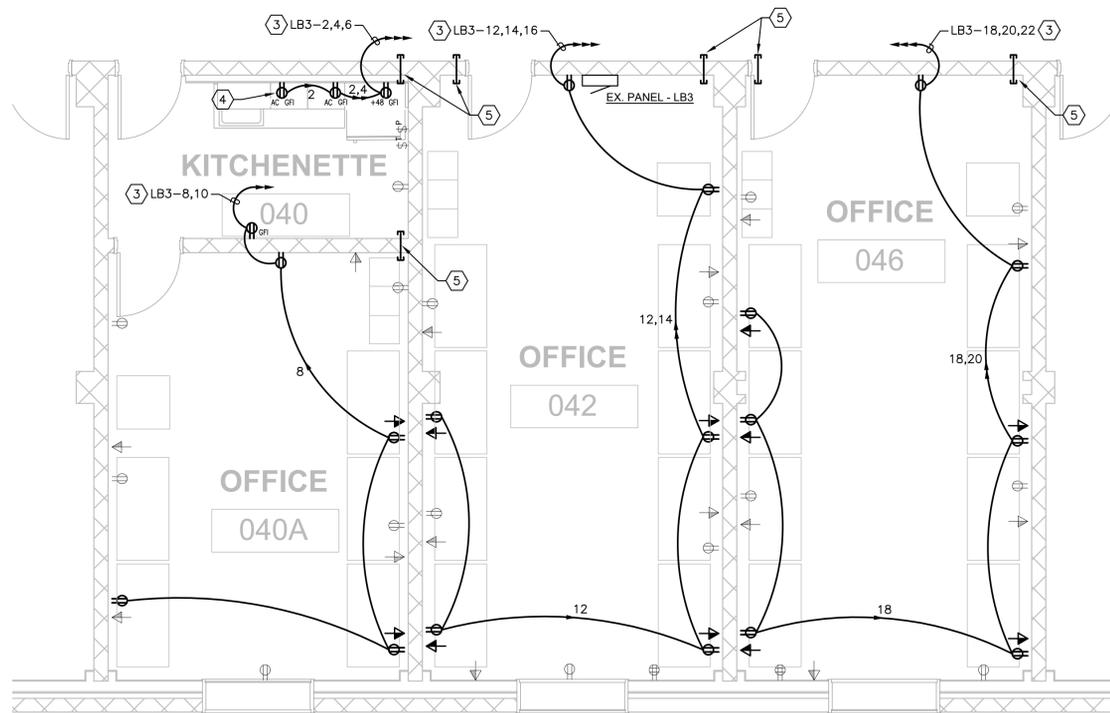
SHEET TITLE
BASEMENT LIGHTING PLANS

SHEET
E1.0

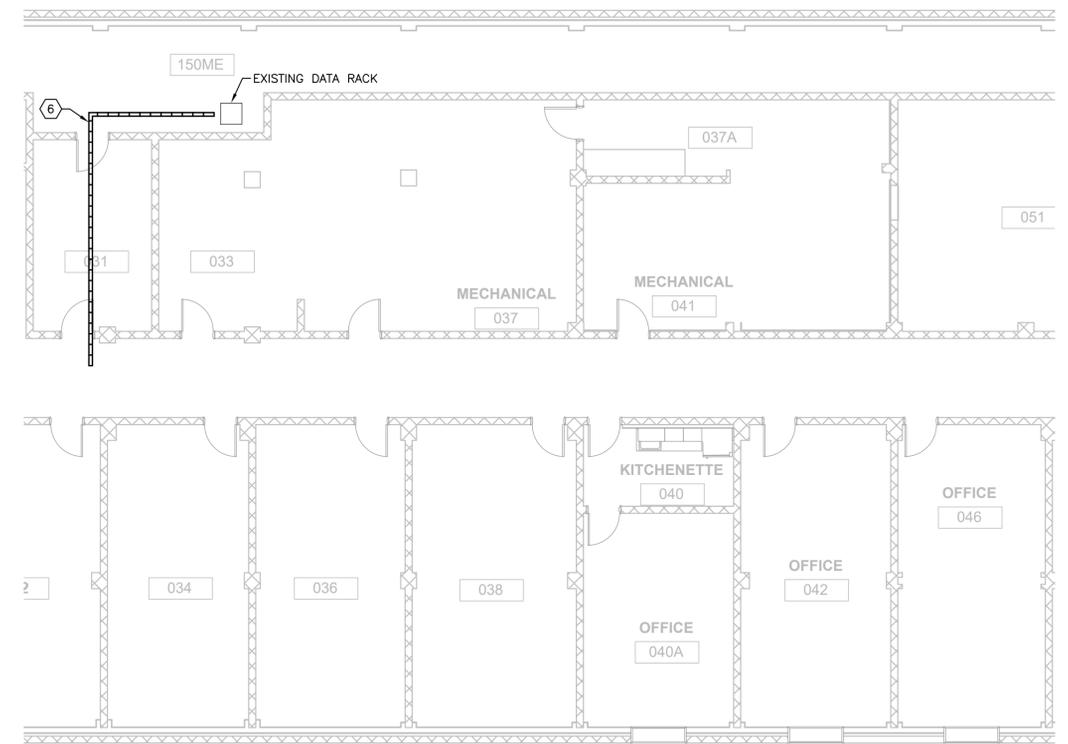
DATE
2-23-24



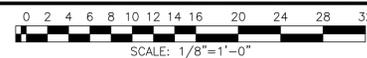
N 1 ENLARGED BASEMENT ELECTRICAL DEMOLITION PLAN



N 2 ENLARGED BASEMENT ELECTRICAL REMODEL PLAN



N 3 BASEMENT CABLE TRAY MODIFICATION PLAN



GENERAL SHEET NOTES:

- A. THE ELECTRICAL CONTRACTOR SHALL BE COGNIZANT THAT THIS IS A REMODEL PROJECT AND AS SUCH, ELECTRICAL PANELS, DEVICES, CIRCUITS, ETC. SHOWN ARE DRAWN FROM EXISTING DRAWINGS AND FIELD OBSERVATIONS AND SHALL BE USED AS A REFERENCE ONLY. THERE MAY BE ADDITIONAL ELECTRICAL DEVICES THAT NEED TO BE REMOVED AND THEIR REMOVAL SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- B. ELECTRICAL DEVICES SHOWN LIGHT AND SOLID ARE EXISTING TO REMAIN. DEVICES SHOWN HEAVY AND DASHED ARE EXISTING TO BE REMOVED.
- C. ABANDONED CONDUIT, WIRE, J-BOXES AND SIGNALING WIRE IS TO BE REMOVED WHERE ACCESSIBLE.
- D. PATCH ALL HOLES FROM REMOVED CONDUIT AND CABLING WITH GROUT OR CAULK (FIRE RATED AS REQUIRED).
- E. ANY CIRCUITS (POWER, SYSTEMS, LIGHTING, FIRE ALARM, ETC.) THAT ARE IN THE WAY OF DEMOLITION SHALL BE EXTENDED/RE-ROUTED AS REQUIRED. ELECTRICIAN SHALL VISIT SITE PRIOR TO BID TO VERIFY THAT ALL REQUIRED DEMOLITION AND RE-ROUTING IS IN HIS BID.
- F. AT EACH TEL/DATA RECEPTACLE LOCATION, PROVIDE OVERSIZED 4-11/16" X 4-11/16" X 2-1/8" DEEP BOX WITH SINGLE GANG MUD RING AND 1-1/4" CONDUIT WITH PULL STRING TO ABOVE ACCESSIBLE CEILING. FROM THERE, PROVIDE J-HOOKS SPACED 4'-0" ON-CENTER TO HALLWAY WALL. DATA CABLE INSTALLATION BY MSU.
- G. ALL WIRING SHALL BE IN EMT CONDUIT, THE USE OF MC CABLE IS NOT PERMITTED. ALL NEW CONDUIT AND BOXES SHALL BE SURFACE MOUNTED ON EXISTING WALLS, UNLESS NOTED OTHERWISE.

SPECIFIC SHEET NOTES:

- 1 REMOVE EXISTING RECEPTACLE AND ASSOCIATED BOX, CONDUIT AND WIRE, MAINTAIN CIRCUITING TO ANY OTHER DEVICES ON THIS CIRCUIT AS REQUIRED.
- 2 REMOVE DATA RECEPTACLE BOX AND CONDUIT. DATA CABLING TO BE REMOVED BY MSU.
- 3 PROVIDE NEW 20A-1P CIRCUIT BREAKER IN EXISTING PANEL FOR EACH NEW CIRCUIT.
- 4 PROVIDE RECESSED BOXES AND CONDUITS AT THIS LOCATION (IN NEW FRAMED WALL). TYPICAL OF ALL RECEPTACLES ON THIS WALL.
- 5 PROVIDE NEW 2" CONDUIT SLEEVE ABOVE LAY-IN CEILING TO ALLOW CLEAR PATH TO HALLWAY CABLE TRAY. DRILL THROUGH BLOCK WALL AS REQUIRED.
- 6 REMOVE EXISTING 4" WIDE X 2" DEEP CABLE TRAY AND REPLACE WITH 4" WIDE X 4" DEEP CABLE TRAY. PROVIDE TEMPORARY SUPPORT FOR EXISTING CABLES AS REQUIRED. CABLE TRAY SHALL BE CABLOFIL CF105 SERIES, 304 STAINLESS STEEL, OR APPROVED EQUAL. PROVIDE ALL COMPONENTS (INCLUDING MOUNTING HARDWARE) AS REQUIRED FOR A COMPLETE SYSTEM.

REV.	DESCRIPTION	DATE

Migration™ SE
height-adjustable desk

**STEELCASE
GRAD DESK**



IM#: 18-0111344

An Ergonomic Solution with All the Essentials

Migration SE is a height-adjustable desk that delivers value, performance and user wellbeing. Supporting a broad range of applications, it's a simple, reliable solution that provides workers the ability to choose between seated or standing postures throughout the day.

Steelcase

PRIVACY OPTIONS

Universal and Sarto screens can be used on Migration SE, in either privacy or privacy/modesty configurations.



Privacy screen



Privacy/modesty screen

CONTROLLER OPTIONS

Migration SE comes with either the up/down controller or 4-preset controller with a digital display.



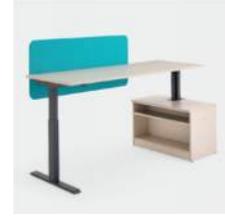
Up/down controller



4-preset controller

STORAGE

Integrated storage optimizes shrinking workspaces and still provides full access to storage.



Integrated storage

1H available for use with Extended Height, 1.5H available for use with Basic Height

FOOT STYLES

The squared-edge foot and mitered-edge foot are flush to the floor to fit mobile storage over the feet.



Squared-edge foot



Mitered-edge foot



Cable brackets



Cable riser with leg connection



Steelcase Universal Cable Management Kit

CABLE MANAGEMENT

Optional cable management can be added to manage cords under the worksurface and down to the floor.

STATEMENT OF LINE



**T-leg
Basic height**
28.3" – 46.9"



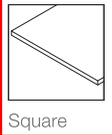
**T-leg
Extended height**
22.6" – 48.7"

Top shape

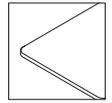


Rectangular
W: 46"-76"
D: 23", 24", 28", 29",
30", 35", 36"

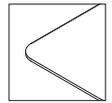
Corner styles



Square



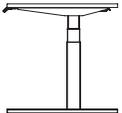
2" radius



5" radius



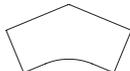
**C-leg
Basic height**
28.3" – 46.9"



**C-leg
Extended height**
22.6" – 48.7"



90-degree corner
W: 46"-76"
D: 23", 24", 29", 30"



120-degree corner
W: 46"-66"
D: 23", 24"

Note: C-leg only available on rectangle desk in 29" and 30" depths
Desk widths are parametric to 1/8"

SURFACE MATERIALS

Legs available in:

7241 Arctic White

4799 Platinum Metallic

7207 Black

7360 Merle

Worksurfaces available in:

Laminate, Veneer, OLL or Customized Stain.

Colors are representative and may vary slightly from actual material. For further options, visit us online.

Steelcase®

Call 800.333.9939 or visit Steelcase.com



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[youtube.com/SteelcaseTV](https://www.youtube.com/SteelcaseTV)



IM#: 19-0115781

Privacy, Simply Put

Light in scale and easy on the budget, Sarto screens are an attractive way to create visual separation across the open office. Add Sarto to new and existing spines, benches and desks to punch up privacy and style. Sarto can shield a single side or create a snug corner. Choose fabrics and colors for the tackable surface to make Sarto yours.



Sarto screens: an easy choice for space division

- Simple yet refined profile with stitched perimeters and radius corners
- Works throughout the office with Answer beam, Answer fence, FrameOne bench (with and without rail) and Ology bench – plus privacy/modesty mounts for static and height-adjustable desks
- Attaches seamlessly with internal brackets – no visible clamps
- Tackable surface invites personalization and display

Privacy on one side or two

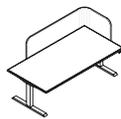
The straight Sarto screen provides light privacy on a single side. The curved Sarto screen wraps around the corner of the desk to shield front and periphery views. In high-density spaces where workers may feel overexposed, the continuous curve offers added shelter to support concentration.

DIMENSIONS



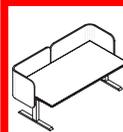
Straight

Width	24", 30", 36", 42", 48", 54", 60", 66", 72", 78", 84", 90", 96"
Height	13.5", 19.5", 24", 26", 32"



L-Screen

Overall width	50", 58", 66"
Depth	20"
Width	30", 38", 46"
Height	18"



Half Desk

Overall width	43", 49", 55"
Depth	20"
Width	23", 29", 35"
Height	18"

SURFACE MATERIALS

Screen fabric available in Buzz2, Cogent: Connect, Billiard Multi-Use and many others.

Please consult the Specification Guide or Steelcase finish library for full list of applicable fabrics.



Call 800.333.9939 or visit Steelcase.com



UNLIMITED POSSIBILITIES

Our most extensive and versatile storage line, Universal offers an array of sizes, drawer and shelf configurations, choices in steel, laminate and wood veneer, options in pulls, casters and glides, as well as both Steelcase standard and custom surface materials.



IMF: 13-000168

FLUSH FRONTS



0005598

PROUD STEEL AND LAMINATE FRONTS



IMF: 11-0002738

WOOD FRONTS



IMF: 12-0007979

TOWER TO WORKSURFACE BRACKETS



IMF: 11-0002791

INTERMEDIATE SUPPORTS



IMF: 13-0003022

STORAGE TO PANEL CONNECTOR



IMF: 13-0004180

LOCKERS



IMF: 13-0000172

2H PEDS FOR FRAMEONE



IMF: 13-0000173

FLOATING TOP WITH FRAMEONE



IMF: 13-0000072

C:SCAPE GLIDE



IMF: 13-0000071

FRAMEONE FOOT



IMF: 13-0000070

UNIVERSAL BASE

STATEMENT OF LINE

LATERAL FILE

H: 16", 22", 28", 40", 52", 66"
W: 30", 36", 42"
D: 18", 24"



COMBINATION CABINET

H: 52", 66", 84"
W: 30", 36", 42"
D: 18", 24"



STORAGE CABINET

H: 28", 40", 52", 66", 84"
W: 30", 36", 42"
D: 18", 24"



WARDROBE

H: 52", 66", 84"
W: 30", 36", 42"
D: 18", 24"



BOOKCASE

H: 28", 40", 54", 66", 84"
W: 24", 30", 36", 42"
D: 15"



OPEN SIDE TOWER

H: 48", 52", 66"
W: 24"
D: 18", 24", 30"



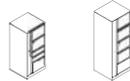
DUAL DOOR TOWER

H: 48", 52", 66"
W: 24"
D: 18", 24"



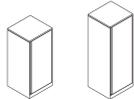
VERTICAL DRAWER TOWER

H: 52", 66"
W: 24"
D: 24", 30"



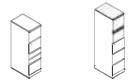
FULL FRONT TOWER

H: 52", 66"
W: 24"
D: 24"



WORKSTATION VERTICAL TOWER

H: 52", 66"
W: 15"
D: 24", 30"



FIXED AND MOBILE PEDESTALS

Fixed (BBF/FF): 26", 27"H; 18", 24", 30"D; 15"W
Mobile (B/F): 21"H; 18", 24"D; 15"W
Mobile (BBF/FF): 27"H; 18", 24"D; 15"W



Dimensions listed are nominal.

STATEMENT OF LINE

BINS

Sliding Door Bin: 16"H; 35", 36", 42", 45", 48", 60", 66", 70", 72", 75"W; 16"D

Curved Front Bin: 15"H; 30", 36", 42", 45", 48"W; 16"D

Over the Case Bin: 16"H; 24", 25", 30", 35", 36", 42", 45", 48", 60", 66", 70", 72", 75"W; 16"D

In the Case Bin: 16"H; 24", 25", 30", 35", 36", 42", 45", 48", 60", 66", 70", 72", 75"W; 16"D



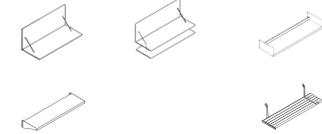
SHELVES

L-Shelf and Stationary Shelf: 15"H; 30", 36", 42", 45", 48"W; 14"D

Shelf: 7"H; 24", 25", 30", 35", 36", 42", 45", 48", 60", 70", 72"W; 15"D

Personal Shelf: 24", 25", 30", 35", 36", 42", 45", 48"W; 14"D

Slim Shelf: 24", 25", 30", 35", 36", 42", 45", 48", 60", 70", 72", 98"W; 6"D



Dimensions listed are nominal.

SURFACE MATERIALS

Surface materials shown in brochure:

- 4140 Arctic White fabric
- 5S23 Wasabi fabric
- 5S19 Concord fabric
- 731U/214 Buddleia fabric
- 3062 Graphite Walnut veneer
- 2730 Arctic White laminate
- 2HAT Acacia laminate
- 9201 Polished Chrome

Colors are representative and may vary slightly from actual material.

For further options visit us online.

SUSTAINABILITY

People. Planet. Profit.

By rethinking our business systems and designing our products to avoid negative impacts on humans and the environment, we contribute to a sustainable future for people and the planet. We commit to advance our practices through continuous learning and building partnerships with our customers, business partners and environmental thought leaders to optimize our performance and contribute to the science and practice of sustainability. Learn more at www.steelcase.com/sustainability

Universal Storage

- SCS Indoor Advantage™ Gold certified for indoor air quality, excluding wood veneer options, which are SCS Indoor Advantage™ certified.
- level™ 1 certified to the BIFMA e3 sustainability standard, excluding wood or laminate fronts.
- MBDC Silver Cradle to Cradle™ Certified. The U.S. Green Building Council awards LEED points based on the use of C2C certified products.

Recycling & Reuse. We select materials that can be recycled at the end of a product's use, minimize co-mingled components and fasteners, and design for easy disassembly and separation of materials.

Steelcase Series 1



Now available as a **CarbonNeutral product**, making sure our commitment to a more sustainable future helps yours too.

Essential ergonomics –

Steelcase Series 1 provides essential ergonomics at a great value, complete with our signature quality. This exceptional entry point into high-performance seating is characterized by space efficiency, weight-activated controls, and a supportive seat.

Back frame and seat shell are plastic.

Lumbar height adjusts over 2 1/4" to provide additional lower back support.

Arm caps can pivot independently 40° inward and 40° outward to accommodate individual user preferences.

Seat height adjusts within a 5" range with a pneumatic adjustment mechanism. Short or tall range is available as an option. Stools have a 7 3/4" range.

Comfort dial back control provides three settings for the user's personal preference and work style.

Casters have hard, dual-wheels that roll smoothly on carpets. They are 2 1/2" for increased mobility. Soft, dual-wheel roll-control casters are available as an option for use on hard floors or chair mats. Glides are also available as an option.

Tip: Do not roll the chair across asphalt during installation as this may damage the casters.

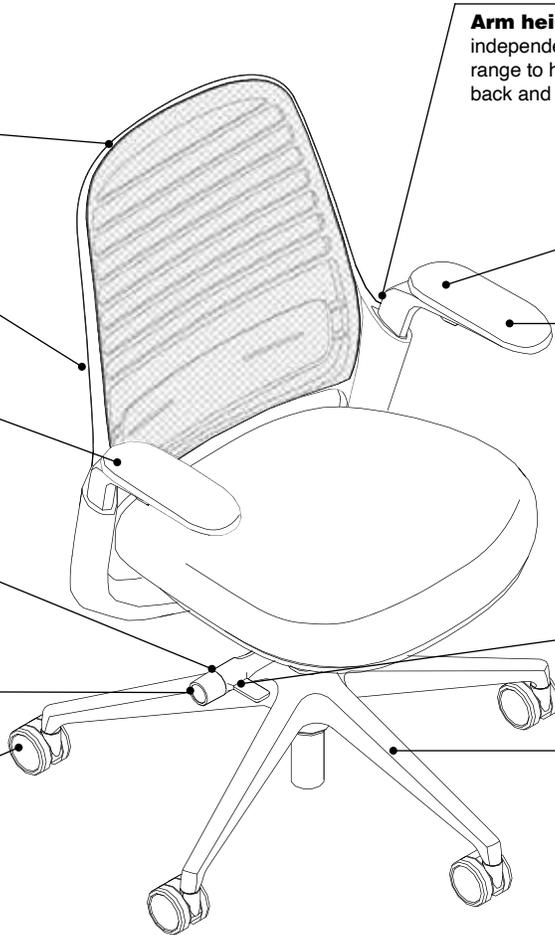
Arm height can adjust independently within a 5" range to help relieve upper back and shoulder fatigue.

Arm width adjusts 4" overall to support forearms in neutral position.

Arm depth can retract 2" to allow user to get closer to the worksurface and into tight corners.

Seat depth adjusts within a 2 1/4" range to accommodate users of varying leg lengths.

Five-star base is available in paint, plastic, or polished aluminum.



Flex Active Frames

STORAGE SHELVES

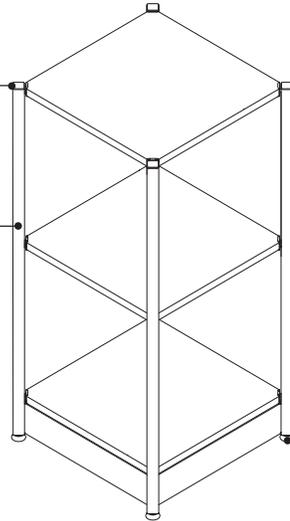
Active frames are made up of structures. They are either 1 wide or 2 wide and come in a minimum of 2 unit high and stretch up to 5 unit high. Frames are steel and can be specified in any paint finish.

► Specifying, pages 113–122

Four top caps are provided to finish the top end of the upright tubes.

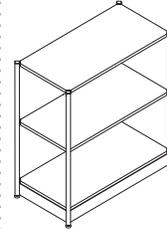
Tubes are a painted 25 mm square, set at a 45° angle, and available in 2 unit, 3 unit, 4 unit, or 5 unit heights.

Tip: Four tubes come standard with the frame and two tubes come standard with the frame extension.

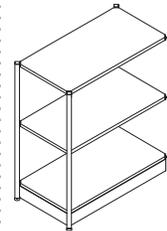


Leveling guides adjust for installations on uneven floors. Adjustability range is 1 7/8".

Product Details



Frames (FLXAFFRAME) consist of a base, four tubes, four leveling glides, four top caps, and a counterweight(s) if necessary. All tubes in a frame will be the same height. A top shelf and base shelf will be required to specify and designers will be able to select the number of additional shelves within each frame. Two wide, two unit high shown.

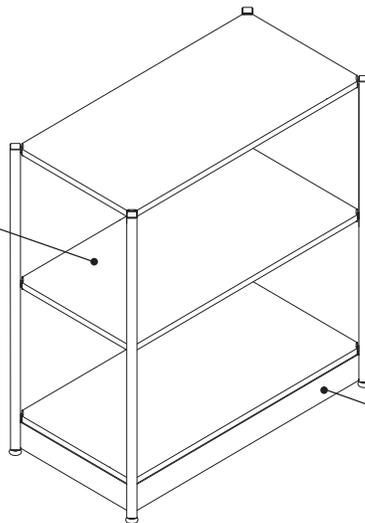


Frame extensions (FLXAFFRAMEEXT) consist of a base, two tubes, two leveling glides, and two top caps. The tubes in a frame extension may be different heights. A base shelf and top shelf are required with each extension, designers will be able to select the remaining number of shelves within the extension. Two wide, two unit high shown.

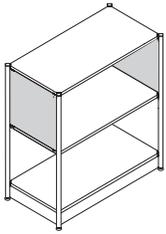
Frames and frame extensions are available in 1 wide (15 3/4"W) or 2 wide (31 1/2"W). Frame tube heights are expressed in units and are available in 2 unit (36 1/4"H), 3 unit (52 1/8"H), 4 unit (67 7/8"H), or 5 unit (83 3/4"H). All heights are when glides are fully compressed.

Tip: Tube heights on frame extensions can be specified separately to allow for a variety of configurations.

Shelves have a wood core with a High-Pressure Laminate surface. Shelves connect to the tubes with accompanying shelf connectors. A top and bottom shelf are required to specify on each frame and extension. Additional shelves are available to connect at various heights within the frame or frame extension. The bottom shelves cover the base and can be lifted to access the opening. The top of the unit is also a shelf, so there is actually one more shelf than the height of the unit. When installing, shelf with tipping label cannot be placed at top shelf location. It will default from second from bottom or to top shelf if bottom shelf is not present.

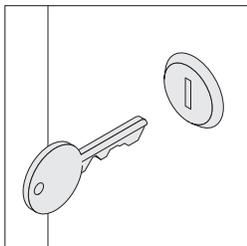


Base is painted and included with each frame and frame extension.

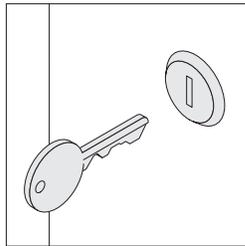


Infills are available and are 3/8" thick and either 15 3/4"W (1 wide) or 31 1/2"W (2 wide) and are available in High-Pressure Laminate or PET. Infills connect in all four corners at the top and bottom of the coordinating shelves and tubes using a plastic connection. Infills are available as a single unit. A maximum of three infills can be installed per shelf. High-Pressure Laminate woodgrain direction will always be horizontal.

Doors are available and are 3/8" thick and either 15 3/4"W (1 wide) or 31 1/2"W (2 wide) in High-Pressure Laminate with plastic door rails that will secure on the corresponding infills. High-Pressure Laminate woodgrain direction will always be horizontal. Door pulls are a striped fabric looped material with light elasticity and included with each door.
Tip: You must also specify three High-Pressure Laminate infills in addition to the doors.

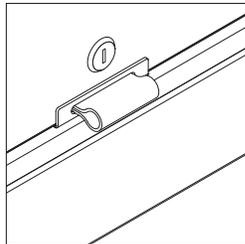


Locks are available field-installed. Optional field-installed locks are available with consecutive, specific, and random keying options.

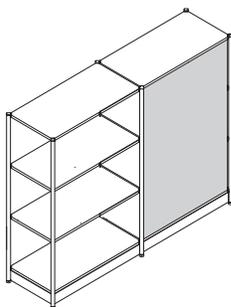


Field-installed lock cylinders (LOCK9201FR or LOCK9250FR) must be specified separately. When cylinders are ordered, the factory will omit lock cylinders from all doors.
▶ Lock and Keying, page 146

Locks are not supported on doors containing electrical appliances or receptacles, as this could violate the national electrical code.



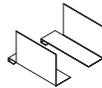
Optional locks on doors are located centered on the door panel and directly above the door pull.



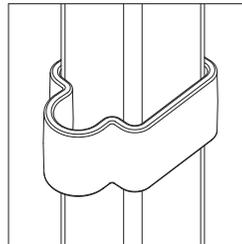
Fixed boards are available and connect to the frame in six places. The bottom of the fixed board must align with a shelf to install on the frame. Fixed boards are available 3 high and 4 high in PET/PET or whiteboard/PET finish.

Fixed Board

	3 H	4 H
1 W	•	•
2 W	•	•



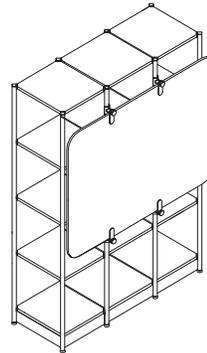
Book ends fit on the front side of a shelf and come in quantities of two.



Cable management clips are plastic and come in packages of six. Cable management clips fit on the frame to help manage cords and wires. Cable management clips can manage a maximum of 0.38" dia. cord or wire.

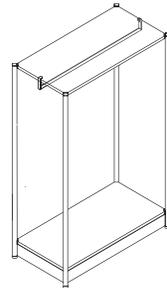


Toolbox comes in a package of four. Toolboxes are molded PET in a light grey finish and come with name tags.

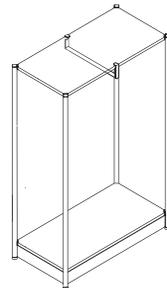


Mobile board clips fit securely on the front of the tube and can move up and down the frame to integrate with Flex mobile boards (**FLXMB**), Flex cups (**FLXCUP**) and Flex power hanger (**FLXPH**) can hang from the front of the clip for easy accessibility. Mobile board clips come in a package of four.

The maximum weight capacity of each mobile board clip is 8 pounds. Mobile board clips may only move along the frame when they are in the unlocked position.



Two wide coat rod

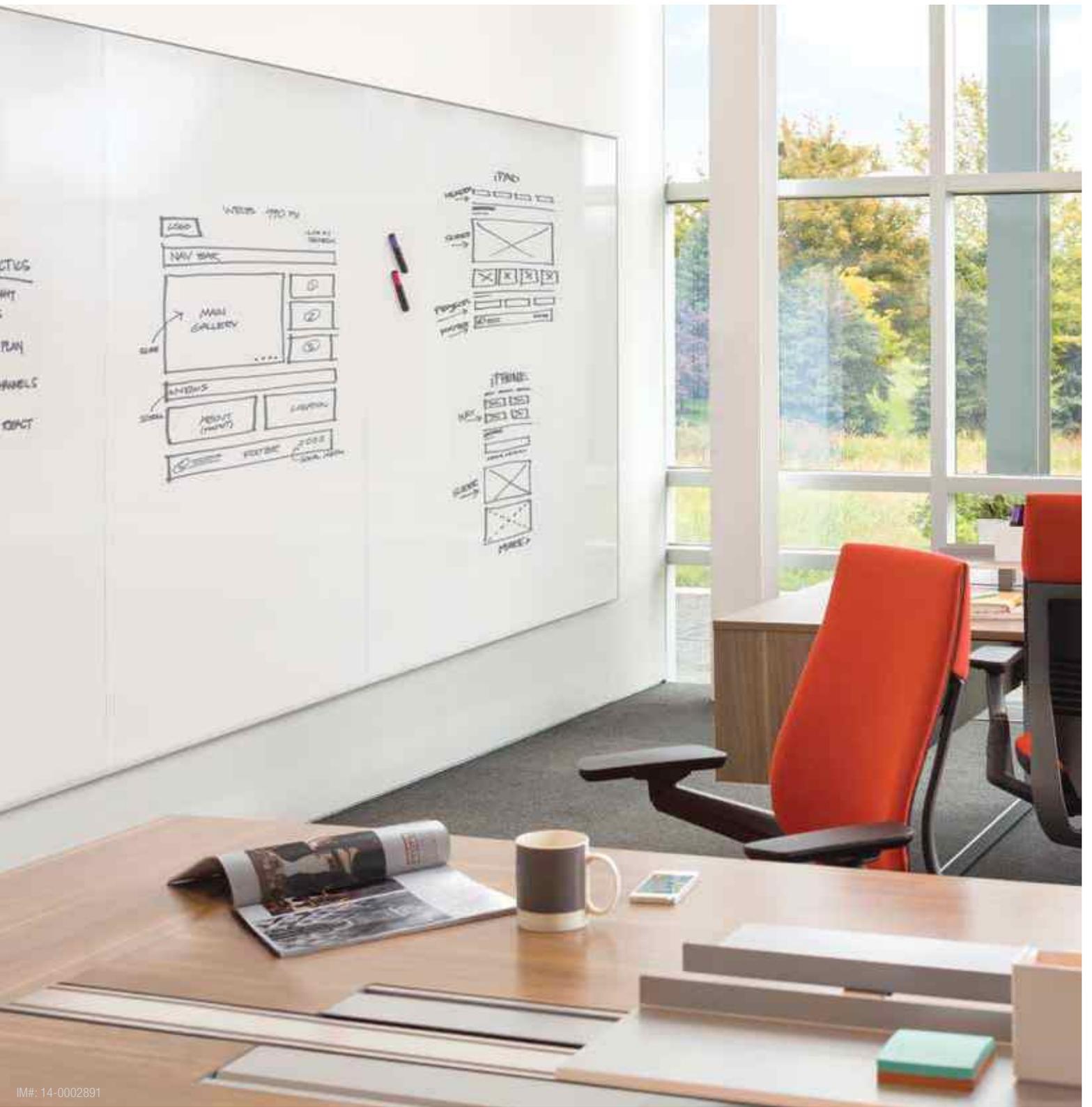


One wide coat rod

Coat rod is available in one wide and two wide and secures under a shelf on each side. The coat rod can be moved on the shelf from front-to-back for desired placement. The one wide coat rod can be oriented in the width or depth direction.

A one wide coat rod has a weight limit of 25 pounds.

A two wide coat rod has a weight limit of 52 pounds.

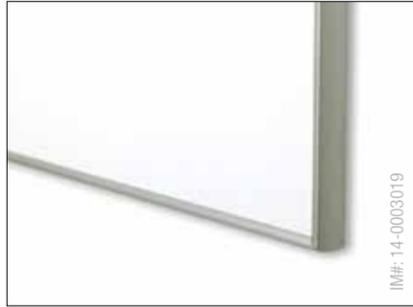


IM#: 14-0002891

Premium Whiteboards

Steelcase

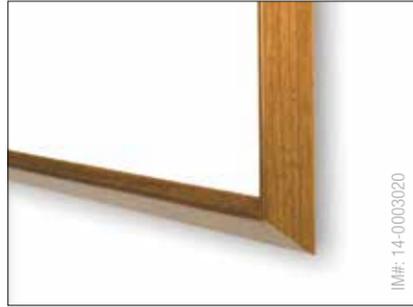
PRODUCTS



IM#: 14-0003019

Edge™ Series

With a sleek, slim design and exceptional value, the Edge Series is a perfect fit within a range of spaces.



IM#: 14-0003020

Session™ Series

Beautiful hardwood trim, offered in a variety of Steelcase premium wood finishes, adds an upscale warmth to higher education, corporate and non-clinical healthcare environments.



IM#: 14-0003018

Senti™ Series

The Senti Series' clean lines and compact scale makes it the ideal small to mid-size board. It's great for private offices and clinical healthcare settings. Senti's unique mounting options let you screw in or use magnets on a steel surface.



IM#: 14-0003016

110™ Series

Value and durability make the 110 Series perfect for hard-working environments, such as corporate training rooms and classrooms.



IM#: 14-0003017

555™ Series

The 555 Series delivers the same quality and durability of the 110 Series with the added bonus of a boxed end marker tray and a line of tack boards.

COMPLIMENTARY PRODUCTS



Groupwork® Mobile Easel

The Groupwork Mobile Easel features a mobile design that provides a great way to add a whiteboard to any space.



Groupwork Screen™

Lightweight and mobile — the Groupwork Screen can be used anywhere — to support your next presentation or as a privacy divider.



Huddleboard™

Lightweight, portable, and versatile — Huddleboard puts marker and display surfaces wherever they are needed.

STATEMENT OF LINE

DIMENSIONS

Edge Series

Whiteboard: 24.25"W x 18.25"H to 192.25"W x 48.25"H

Tackboard: 24.25"W x 18.25"H to 120.25"W x 48.25"H

Session Series

Whiteboard: 24.25"W x 18.25"H to 120.25"W x 48.25"H

Tackboard: 24.25"W x 18.25"H to 120.25"W x 48.25"H

Senti Series

Whiteboard: 22"W x 18"H to 72"W x 48"H

110/555 Series

Whiteboard: 24.25"W x 18.25"H to 192.25"W x 48.25"H

Tackboard: 24.25"W x 18.25"H to 120.25"W x 48.25"H

PARAMETRIC SIZING

Parametric sizing is the ability to change dimensions of a product within pre-engineered limits. Parametric sizing allows for the specification of non-standard sizes on the following Steelcase Premium Whiteboards: Edge, Session, 110 and 555 series. Sizes can be specified to 1/16 of an inch, allowing for virtually any size to be ordered. Parametric sizing reduces the need to place orders through specials, leading to a decrease in order processing time, immediate availability of pricing, and an overall cost savings for the customer.

SURFACE MATERIALS

Surface materials shown in brochure:

FABRICS

- Cogent:Connect Tangerine 5S17
- Cogent:Connect Scarlet 5S18
- Cogent:Connect Blue Jay 5S21
- Cogent:Connect Concord 5S19

HARD SURFACES

- Arctic White 2L30
- Blonde on Maple 3952
- Virginia Walnut 2535
- Clear Oak 2HAK

Colors are representative and may vary slightly from actual material.

For further options visit us online.

SUSTAINABILITY

At its heart, sustainability at Steelcase is about people. It's about creating and supporting the economic, environmental and social conditions that allow people and communities to reach their full potential.

Research and insights direct our path.

It's not only about creating goods, it's about creating good. It's not only about creating value, it's about living our values. It's not just about reducing our footprint, it's about expanding our reach. It's about creating lasting and meaningful change to enable the long-term wellbeing of current and future generations.

Innovative products and solutions result.

In the development of our products, we work to consider each stage of the life cycle: from materials extraction, production, transport, use and reuse, until the end of its life. We demonstrate performance through third-party verified certifications and voluntary product declarations.

Steelcase's sustainability promises, actions, and results are communicated in an annual Corporate Sustainability Report.

GRAD OFFICE GATHERING TABLES
30" 30"



TM# 18-011263

Groupwork
collaborative solutions

Steelcase

Curated Configurations

The options below represent table configurations featured in this brochure. Each design was thoughtfully assembled to satisfy a variety of needs, based on our extensive understanding of the workplace.

Configure Your Table

Combine Groupwork elements and materials and make a table all your own. The full statement of line has everything you need to complement an existing aesthetic and elevate the function of a space.

FEATURED TABLE CONFIGURATIONS

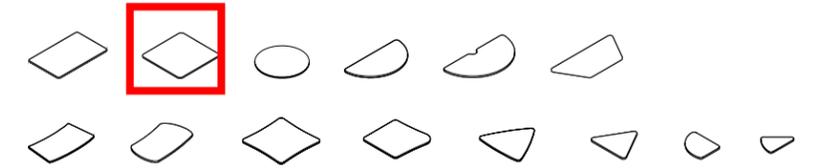


- 01 Flip-Top Table with Tube Legs
- 02 Standing-Height Table with Post Legs
- 03 Boat-Shaped Conference Table
- 04 Coffee Table
- 05 Round Table
- 06 Flip-Top Table with Cast Legs

FULL STATEMENT OF LINE

TABLE TOPS

Rectangular	18"-30"D; 36"-84"W
Square	24"-48"D; 24"-48"W
Round	24"-48"D; 24"-48"W
Half-Round	18"-30"D; 36"-60"W
Half-Round w/ Cutout	21"-33"D; 42"-66"W
Trapezoid	21 3/8"-26 1/2"D; 48"-60"W
Personal	18"-24"D; 36"-42"W
Personal Kidney-Shaped	24"D; 42"W
Square w/ Concave Edge	36"-42"D; 36"-42"W
90° Corner Bridges	24"-30"D; 24"-30"W



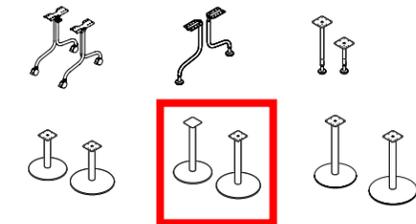
CONFERENCE TABLE TOPS

Rectangular	48"D; 96"-144"W
Racetrack	48"D; 96"-144"W
Boat-Shaped	48"D; 96"-144"W
Oval	48"D; 96"-144"W



LEGS & BASES

Flip-Top, Two Pairs	27 3/8"H
T-Leg, Two	27 3/8"H
Height-Adjustable	27 3/8"-44"H



Coffee-Height Round	16 1/8"H
Round	27 3/8"H
Café-Height Round	41"H

SCREENS & MOBILE EASELS

Modesty Panel	25 5/8"-73 5/8"W; 36"-84"H
Screen	16"D; 24"-48"W; 54"-66"H
Mobile Easel	24"D; 36"W; 76"H



For a complete list of specifications and parts, please refer to the specifications guide.

SURFACE MATERIALS

Only materials featured in this brochure are shown here. For a full listing, visit us online.

Laminates

Ash Wenge 2HAW	Arctic White 2730
Ash Noce 2HAN	Winter on Maple 6037
Bisque Noce 2HBN	Fawn Cypress 2TH2
Storm Wenge 2HSW	Clay Noce 2HBN

Paints

Merle 7360	Sterling Dark Solid 7250
Champagne Metallic 4750	Pearl Metallic 4744
Carbon Metallic 7245	Arctic White 7241
Midnight Metallic 7246	

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SCS Indoor Advantage™ certified



BIFMA level™ 2 certified

KITCHENETTE TABLE
18" X 18"

T A B L E C O L L E C T I O N S



A L W A Y S A H E A D



DISC & SQUARE

Collaborate. Integrate. Inspire.

Stand out or blend in; Disc and Square bases fit any café or collaborative environment. Choose desk or dining height and integrate technology with optional power/data top plate. Pneumatic height-adjustable disc bases are perfect for flexible environments.



Available in a rectangular base design





Versatile + Personal

As you sit, you move. That's why Move was designed to conform to the natural motion of your body. Comfortable, versatile and stackable, this lightweight seating solution offers a variety of styles and works in a wide range of settings.



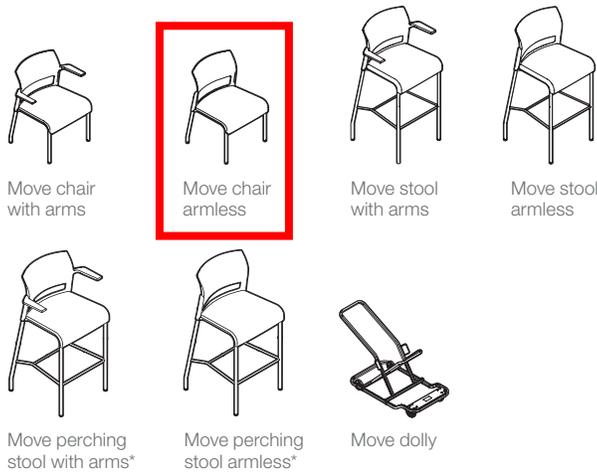
Lots of looks. Move styles the way you want it. Upholster with fabric, leather or vinyl. Or choose from 144 non-upholstered seat and back color combinations.

Move chairs, stools and perching height stools are available with or without armrests, and on glides or casters, to meet almost any workspace need.

Optimized comfort. Move features adaptive bolstering that conforms to the sitter, for personalized support every time. A clever inner core system creates ideal seat comfort for a cup of coffee, quick conversation or larger group meetup.

Sit or stack. Pull up a few Move chairs for an impromptu get-together. Or gang the seats in neat rows for a presentation or training session. When it's time to tidy up, Move chairs stack 5-high on the floor, or up to 10-high on the optional dolly.

STATEMENT OF LINE



All chairs, stools and perching stools are available in upholstered versions. For dimensions and additional information, please refer to the *Specification Guide*.

*Glides and casters available for chairs and stools; casters not available for perching stools.

SURFACE MATERIALS

PLASTIC

- Black 6205
- Chili 6338
- Citron 6332
- Flash 6334
- Wasabi 6335
- Jazz 6336

- Picasso 6333
- Midnight 6259
- Sterling Dark Solid 6059
- Platinum 6249
- Element 6337
- Arctic White 6009

FRAME

- Black 0835
- Platinum Metallic 4799
- Midnight 7239

UPHOLSTERY OPTIONS

Seats and backs can be upholstered with our standard upholstery, leather, healthcare fabrics, or Customer's Own Material (COM).

Colors are representative and may vary slightly from actual material. Additional solid surface finishes available through the Steelcase Health Graded-In Program. For more information on these and other finishes, fabrics and options, visit us online to view our surface materials tools and *Specification Guide*.

SUSTAINABILITY: CERTIFICATIONS

- MBDC's Cradle to Cradle™ certification
- BIFMA level™ 3 certification
- Indoor Advantage™ Gold from Scientific Certification Systems

Steelcase®

Call 800.333.9939 or visit Steelcase.com

