

PROJECT MANUAL FOR:

Taylor Hall Masonry & Entry Improvements

MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA

March 10, 2025

PPA No. 22-0522



**MONTANA
STATE UNIVERSITY**

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

THINK|**ONE**
ARCHITECTS

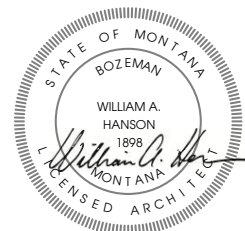


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Included in this Project Manual:

State of Montana General Conditions

MSU Supplemental Conditions

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

These MSU Forms can be downloaded from our website:

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

Substitution Request, Form 99	Certificate of Substantial Completion, Form 107
Schedule of Values for Payment, Form 100	Construction Change Directive, Form 109
Periodic Estimate for Partial Payment, Form 101	Request for Information, Form 111
Acknowledgement of Subcontractors, Form 102	Performance Bond, Form 112
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Contract Change Order, Form 104	Certificate of Final Acceptance, Form 118
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For most current Montana Prevailing Wage Rates applicable to this project download from this site: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>

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**UNIVERSITY FACILITIES MANAGEMENT**

Sixth Avenue and Grant Street

P.O. Box 172760 • Bozeman, Montana 59717-2760

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

PERMIT NOTICE

At the time of Bidding, Gallatin County, Department of Planning, has determined that this project does not require building permits of any kind. Should the scope of the project change in the future, building permits may be required. Bidders are encouraged to contact Gallatin County, Department of Planning, for further information regarding permits.

**GALLATIN COUNTY
DEPARTMENT OF PLANNING
311 W. MAIN STREET
ROOM 108
BOZEMAN, MONTANA 59715
(406) 582-3130**

INVITATION TO BID

Sealed bids will be received until **2:00 PM on Tuesday, April 1, 2025**, and will be publicly opened and read aloud in the offices of **MSU University Facilities Management, Plew Building, 6th & Grant, Bozeman, Montana**, for: **Taylor Hall Masonry & Entry Improvements, PPA No. 22-0522**.

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 MONDAY, MARCH 17, 2025, AT 10:00 AM. PARTICIPANTS SHOULD MEET AT THE FRONT ENTRANCE OF TAYLOR HALL. ATTENDANCE IS STRONGLY RECOMMENDED. QUESTIONS RECEIVED AFTER MARCH 25, 2025, WILL BE RESPONDED TO AT THE OWNER'S DISCRETION. Bidders should thoroughly review the contract documents before the pre-bid conference.

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

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

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

Time of Completion

Bidder agrees to commence work after receipt of the Contract for Construction, on the specified date of commencement, and to substantially complete the project by **September 22, 2025**. If accepted, the Alternates 1 and 2 are to be substantially completed by **August 14, 2026**.

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

State of Montana - Montana State University

INSTRUCTIONS TO BIDDERS

1. Table of Contents

Provided in the Printed Project Manual:

Invitation to Bid
Instruction to Bidders
Bid Proposal, Form 098
Sample Standard Form of Contract
State of Montana General Conditions
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Periodic Estimate for Partial Payment, Form 101
Acknowledgement of Subcontractors, Form 102
Consent of Surety to Final Payment, Form 103
Contract Change Order, Form 104
Contractor's Affidavit, Form 106
Certificate of Substantial Completion, Form 107
Construction Change Directive, Form 109
Request for Information, Form 111
Performance Bond, Form 112
Labor and Material Payment Bond, Form 113
Certificate of Final Acceptance, Form 118
Buy-Safe Montana Form

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

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

Substitution Request, Form 99
Schedule of Values, Form 100

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

2. Viewing of Contract Documents

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

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

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

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

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

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

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

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

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

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

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

3.2. All borrowed Contract Documents shall be returned to University Facilities Management within ten (10) calendar days after the bid opening for the deposit refund (if deposit was required). However, if the Contract Documents are not in a condition where they can be reused by the

Owner to construct the project, the Owner may at its sole discretion may retain the deposit or levy costs to contractor in order to reproduce a replacement set.

4. Visits to Site

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

**Donny Beebe, Project Manager
Montana State University
University Facilities Management
6th and Grant, PO Box 172760
Bozeman, Montana 59717-2760
Ph: 406/994-4547; Fax: 406/994-5665**

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

5. Requests for Substitution

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

6. Bids/Proposals

- 6.1. The bidder shall submit his bid on the Bid Proposal Form furnished with the Contract Documents.
- 6.2. DO NOT send the Contract Documents with the Proposal. The Contract Documents shall be returned as noted in Article 3.2 of the Instructions to Bidders.
- 6.3. If the project is funded by any portion of federal funds, the following may apply: on Federally-funded projects, a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form must be submitted with the bid proposal. If the debarment form is not included within the Construction Documents, federal funds (if included) do not require the form or are not included in the project and the debarment form is not required.
- 6.4. Proposals shall be in a sealed envelope and addressed to:
**STATE OF MONTANA, MONTANA STATE UNIVERSITY
UNIVERSITY FACILITIES MANAGEMENT
PLEW BUILDING 1ST FLOOR
6TH AND GRANT
PO BOX 172760, BOZEMAN, MONTANA 59717-2760**
- 6.5. The envelope shall state that it contains a "BID PROPOSAL" and indicate the following information:

Name of Project:	Taylor Hall Masonry & Entry Improvements
Location:	Montana State University Bozeman Campus
MSU PPA Project Number:	22-0522
Name of Bidder:	_____
Acknowledge Addendum Number:	__, __, __, __

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

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

facsimile receipt as generated by the State's system. Any date and time indicated at the top of the facsimile on either the bidder's or the Owner's facsimile/prINTER machine will not be used in determining time of arrival of the modification.

- 6.13. The Owner reserves the sole right to reject any or all bids and to waive any irregularities or informalities. The Owner also reserves the sole right to determine what constitutes irregularities or informalities and/or what is material and/or immaterial to the bids received.

7. Bid Security

- 7.1. IF THE PROJECT COST IS LESS THAN \$25,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE BID SECURITY (18-2-302 MCA).
- 7.2. Proposals over \$150,000 shall be accompanied by a bid security in the amount of 10% of the bid price, as evidence of good faith (18-2-302 MCA).
- 7.3. Bid security shall be in the form of lawful moneys of the United States, cashier's check, certified check, bank money order or bank draft, bid bond or bonds payable to the State of Montana (18-2-302 MCA).
- 7.4. If the bidder, to whom a contract is awarded, fails to enter into and execute the proposed contract within fifteen (15) calendar days of award, the bidder shall forfeit the bid security (18-1-204 MCA).
- 7.5. The bid security of unsuccessful bidders will be returned when the contract has been awarded to the successful bidder or when all bids have been rejected (18-1-205 MCA).
- 7.6. Execution of and entering into a contract includes providing all necessary insurance certificates, bonds, signed contract and current copy of the construction contractor registration certificate.
- 7.7. **NOTE: PER STATE POLICY, IF CASH, CHECK, MONEY ORDER, OR BANK DRAFT ARE PROVIDED AS BID SECURITY, IT WILL BE DEPOSITED IN THE TREASURY. UNSUCCESSFUL BIDDERS WILL HAVE THEIR SECURITY RETURNED UPON CONTRACT AWARD. THE SUCCESSFUL BIDDER'S SECURITY MAY BE RETURNED UPON ISSUANCE OF NOTICE TO PROCEED.**

8. Withdrawal of Bids

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

9. Interpretation of Contract Documents

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

10. Award of Bids

- 10.1. All bids received by the stated hour will be opened and publicly read aloud.
- 10.2. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received. Owner reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.
- 10.3. The low bid shall be determined on the basis of the lowest Base Bid or the lowest combination of Base Bid and Alternate Bids, accepted in consecutive order.
- 10.4. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).
 - 10.4.1. The Owner may make such investigations as it deems necessary to determine whether or not any or all bidders are responsible.
 - 10.4.2. The term "responsible" does not refer to pecuniary ability only, nor the ability to tender sufficient performance and payment bonds.
 - 10.4.3. The term "responsible" includes, but is not limited to:
 - 10.4.3.1. Having adequate financial resources to perform the contract or the ability to obtain them;
 - 10.4.3.2. Being able to comply with the required delivery, duration, and performance schedule;
 - 10.4.3.3. Having a satisfactory record of integrity and business ethics;
 - 10.4.3.4. Having the necessary organization, experience, accounting, and operational controls;
 - 10.4.3.5. Having the necessary production, construction, technical equipment, and facilities; and,
 - 10.4.3.6. Having the technical skill, ability, capacity, integrity, performance, experience, lack of claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance, and such like.
 - 10.4.4. Bidders shall furnish to the Owner all information and data for this purpose as the Owner may request.
 - 10.4.5. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Contract and Work defined in the Contract Documents.
- 10.5. The Owner shall award such contract to the lowest responsible bidder without regard to residency except on a reciprocal basis: a resident bidder will be allowed a preference on a contract against the bid of any non-resident bidder from any state or country that enforces a preference for resident bidders. The preference given to resident bidders of the State of Montana must be equal to the preference given in the other state or country (18-1-102, MCA). This does not apply when prohibited by Federal requirements.
- 10.6. The State of Montana may negotiate deductive changes, not to exceed 15% of the total cost of the project, with the lowest responsible bidder when the lowest responsible bids causes the project cost to exceed the appropriation; or with the lowest responsible bidders if multiple contracts will be awarded on the projects when the total of the lowest responsible bids causes the project cost to exceed the appropriation. A bidder is not required to negotiate his bid but is required to honor his bid for the time specified in the bidding documents. The Owner may terminate negotiations at any time (18-2-105(7) MCA).

11. Contract

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

12. Performance, Labor and Material Payment Security

12.1. IF THE PROJECT COST IS LESS THAN \$150,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE A PERFORMANCE OR LABOR AND MATERIAL PAYMENT SECURITY (18-2-201 MCA). **(MSU REQUIRES BONDS ON ALL PROJECTS ABOVE \$150,000.)**

12.2. THE CONTRACTOR SHALL PROVIDE BOTH SECURITIES FOR THIS PROJECT AS SPECIFIED BELOW, UNLESS SPECIFICALLY DIRECTED THAT THIS REQUIREMENT HAS BEEN WAIVED ELSEWHERE IN THESE DOCUMENTS.

12.3. The Owner shall require the successful bidder to furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201, MCA).

12.4. The Owner shall require the successful bidder to furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201 MCA).

12.5. The bonds shall be executed on forms furnished by the Owner. No other forms will be acceptable.

12.6. The bonds shall be signed in compliance with State statutes (33-17-111 MCA).

12.7. Bonds shall be secured from a State licensed bonding company.

12.8. Power of Attorney

12.8.1. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney;

12.8.2. One original copy shall be furnished with each set of bonds.

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

13. Notice To Proceed

13.1. The successful bidder who is awarded the contract for construction will not be issued a Notice to Proceed until there is a signed Contract, the specified insurance certificates and a copy of the bidder's current Construction Contractor Registration Certificate in the Owner's possession. All items are required within fifteen (15) calendar days of contract award made by the Owner.

14. Laws and Regulations

14.1. The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in this contract as if bound herein in full.

15. Payments

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

16. Buy Safe Montana Provisions

16.1. The successful bidder who is awarded the contract for construction shall provide their incident rate, experience modification ratio (EMR) and loss ratio via the Buy-Safe Montana form with the Award documents.

17. Time of Completion

- 17.1. Bidder agrees to commence work immediately upon receipt of the Notice to Proceed and to substantially complete the project by **September 22, 2025 or within 140 days**.
- 17.2. If liquidated damages are assessed for exceeding the completion date, they shall accrue at the rate of **THREE HUNDRED AND NO/100 (\$300.00) DOLLARS** per calendar day. Liquidated damages charges will be deducted from the amount due the Contractor

~END OF INSTRUCTIONS~



BID PROPOSAL

**Taylor Hall Masonry & Entry Improvements
PPA No. 22-0522**

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 **Think One Architects, 101 E Main Street, Suite A, Bozeman, MT 59715, (406)586-7020**, by submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:

BASE BID:

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

ALTERNATE NO. 1: ADD MASONRY REPAIRS

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

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

ALTERNATE NO. 2: ADD WINDOW REPLACEMENT

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

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

LIST OF SUBCONTRACTORS

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

DESCRIPTION OF WORK

SUBCONTRACTOR

[i.e. Mechanical insert here]

[i.e. Electrical insert here]

[Description of Work]

[Description of Work]

[Description of Work]

[Description of Work]

[Description of Work]

[Description of Work]

[Description of Work]

[Description of Work]

[Description of Work]

[Description of Work]

[Description of Work]

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: _____

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

Print Name: _____

Title: _____

Email: _____

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(Form Revision Date: February 2025)

ARTICLE 1 – GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3. **CAPITALIZATION**

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

1.4. **INTERPRETATION**

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

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

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

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

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

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

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

ARTICLE 2 – THE OWNER

2.1. THE STATE OF MONTANA

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

2.2. OWNER'S RIGHT TO STOP WORK

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

2.3. OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

2.4. OWNER'S RIGHT TO PERSONNEL

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

ARTICLE 3 – THE CONTRACTOR

3.1. GENERAL

- 3.1.1. The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 3.1.2. Construction Contractor Registration: The Contractor is required to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to the Contract being executed by the Owner. A bidder must demonstrate that it has registered or promises that it will register immediately upon notice of award and prior to the commencement of any work. If the prevailing bidder cannot or does not register in time for the Owner to execute the Contract within fifteen (15) days of the date on the notice of award, the Owner may award, at its sole discretion, to the next lowest responsible bidder who meets this requirement. The Owner will not execute a contract for construction to a Contractor who is not registered per 39-9-401(a) MCA. It is solely the Contractor's responsibility to ensure that all Subcontractors are registered in accordance with Title 39, Chapter 9, MCA.
- 3.1.3. The Owner's engagement of the Contractor is based upon the Contractor's representations by submission of a bid to the Owner that it:
 - 3.1.3.1. has the requisite skills, judgment, capacity, expertise, and financial ability to perform the Work;
 - 3.1.3.2. is experienced in the type of labor and services the Owner is engaging the Contractor to perform;
 - 3.1.3.3. is authorized, licensed and registered to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located;

- 3.1.3.4. is qualified, willing and able to perform the labor and services for the Project in the manner and scope defined in the Contract Documents; and,
- 3.1.3.5. has the expertise and ability to provide labor and services that will meet the Owner's objectives, intent and requirements, and will comply with the requirements of all governmental, public, and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- 3.1.4. The Contractor shall perform the Work in accordance with the Contract Documents.
- 3.1.5. The Contractor shall provide on minimum of a bi-weekly basis the onsite Superintendent's daily reports/logs
- 3.1.6. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer in the Architect/Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.1.7. Quality Control (i.e. ensuring compliance with the Contract Documents) and Quality Assurance (i.e. confirming compliance with the Contract Documents) are the responsibility of the Contractor. Testing, observations, and/or inspections performed or provided by the Owner are solely for the Owner's own purposes and are for the benefit of the Owner. The Owner is not liable or responsible in any form or fashion to the Contractor regarding quality control or assurance or extent of such assurances. The Contractor shall not, under any circumstances, rely upon the Owner's testing or inspections as a substitute or in lieu of its own Quality Control or Assurance programs.
- 3.1.8. Buy-Safe Montana Provision: The Owner shall review the Buy-Safe Montana Form provided by the Bidder under Articles 16 of the Instructions to Bidders. To promote a safe work environment, the Owner encourages an incidence rate less than the latest average for non-residential building construction for Montana as established by the federal Bureau of Labor Statistics for the prior year; an experience modification rating (EMR) less than 1.0; and a loss ratio of less than 100%. The Contractor with a greater-than-average incidence rate, an EMR greater than 1.0, and a loss ratio of more than 100% shall schedule and obtain a Comprehensive Safety Consultation from the Montana Department of Labor & Industry, Employment Relations Division, Safety Bureau before the Owner grants Substantial Completion of the Work. For assistance in obtaining the Comprehensive Safety Consultation, visit <http://erd.dli.mt.gov/safety-health/onsite-consultation>.

3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.2.1. Since the Contract Documents are complementary and inter-related, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions affecting the Work. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. However, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect/Engineer as a request for information in such form as the Architect/Engineer may require.
- 3.2.2. Any errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect/Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.
- 3.2.3. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect/Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.4 and 4.3.5. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect/Engineer for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents

unless the Contractor recognized such error, inconsistency, omission or difference and failed to report it to the Architect/Engineer.

- 3.2.4. Except as otherwise expressly provided in this Contract, the Contractor assumes all risks, liabilities, costs, and consequences of performing any effort or work in accordance with any written or oral order (including but not limited to direction, instruction, interpretation, or determination) of a person not authorized in writing by the Owner to issue such an order.
- 3.2.5. By entering into this Contract, the Contractor acknowledges that it has informed itself fully regarding the requirements of the Drawings and Specifications, the General Conditions, the Supplementary General Conditions, all other documents comprising a part of the Contract Documents and all applicable laws, building codes, ordinances and regulations. Contractor hereby expressly acknowledges, guarantees, and warrants to the Owner that:
 - 3.2.5.1. the Contract Documents are sufficient in detail and scope to enable Contractor to construct the finished project;
 - 3.2.5.2. no additional or further work should be required by Owner at the time of Owner's acceptance of the Work; and,
 - 3.2.5.3. when the Contractor's work is finished and the Owner accepts, the Work will be complete and fit for the purpose intended by the Contract Documents. This acknowledgment and guarantee does not imply that the Contractor is assuming responsibilities of the Architect/Engineer.
- 3.2.6. Sufficiency of Contract Documents: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has received, carefully reviewed, and evaluated all aspects of the Contract Documents and agrees that said Documents are adequate, consistent, coordinated, and sufficient for bidding and constructing the Work requested, intended, conceived, and contemplated therein.
 - 3.2.6.1. The Contractor further acknowledges its continuing duty to review and evaluate the Contract Documents during the performance of its services and shall immediately notify the Architect/Engineer of any problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions it discovers in the Contract Documents and the Work to be constructed; and, any variances it discovers between the Contract Documents and applicable laws, statutes, building codes, rules or regulations.
 - 3.2.6.2. If the Contractor performs any Work which it knows or should have known due to its experience, ability, qualifications, and expertise in the construction industry, that involves problems, conflicts, defects, deficiencies, inconsistencies, errors, or omissions in the Contract Documents and the Work to be constructed and, any variances between the Contract Documents and applicable laws, statutes, building codes, rules or regulations, without prior written notification to the Architect/Engineer and without prior authorization to proceed from the Architect/Engineer, the Contractor shall be responsible for and bear the costs and delays (including costs of any delay) of performing such Work and all corrective actions as directed by the Architect/Engineer.
 - 3.2.6.3. Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to carefully review, evaluate, and become familiar with all aspects of the Contract Documents shall be deemed void and waived by the Contractor.
- 3.2.7. Sufficiency of Site Conditions: Prior to submission of its bid, and in all events prior to and upon signing the Contract, the Contractor certifies, warrants and guarantees that it has visited, carefully reviewed, evaluated, and become familiar with all aspects of the site and local conditions at which the Project is to be constructed. The Contractor agrees that the Contract Documents are an adequate, consistent, coordinated, and sufficient representation of the site and local conditions for the Work.
 - 3.2.7.1. The Contractor has reviewed and become familiar with all aspects with the Site Survey and Geotechnical Report for the Project and has a full understanding of the information provided therein.

- 3.2.7.2. If the Work involves modifications, renovations, or remodeling of an existing structure(s) or other man-made feature(s), the Contractor certifies, warrants and guarantees that it has reviewed, evaluated, and become familiar with all available as-built and record drawings, plans and specifications, and has thoroughly inspected and become familiar with the structure(s) or man-made feature(s).
- 3.2.7.3. Any and all claims resulting from the Contractor's failure, including those of any subcontractor or supplier, to visit, carefully review, evaluate, and become familiar with all aspects of the site, available geotechnical information, and local conditions at which the Project is to be constructed shall be deemed void and waived by the Contractor.

3.3. SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention recognizing that time and quality are of the essence of the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. It is the responsibility of and incumbent upon the Contractor to ensure, confirm, coordinate, inspect and oversee all Work (which is inclusive of but not limited to all submittals, change orders, schedules, workmanship, and appropriate staffing with enough competent and qualified personnel) so that the Work is not impacted in terms of any delays, costs, damages, or additional time, or effort on the part Architect/Engineer or Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Architect/Engineer or Owner as appropriate shall be solely responsible for any resulting loss or damage. The Contractor will be required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and shall propose any alternative procedure which the Contractor will warrant and guarantee. The Contractor is required to: review any specified construction or installation procedure; advise the Architect/Engineer if the specified procedure deviates from good construction practice; to advise the Architect/Engineer if following the procedure will affect any warranties, including the Contractor's general warranty, or of any objections the Contractor may have to the procedure and to propose any alternative procedure which the Contractor will warrant.
- 3.3.2. The Contractor shall furnish management, supervision, coordination, labor and services that: (1) expeditiously, economically, and properly completes the Work; (2) comply with all requirements of the Contract Documents; and, (3) are performed in a quality workmanlike manner and in accordance with the standards currently practiced by persons and entities performing or providing comparable management, supervision, labor and services on projects of similar size, complexity, cost, and nature to this Project. However, the standards currently practiced within the construction industry shall not relieve the Contractor of the responsibility to perform the Work to the level of quality, detail, and excellence defined and intended by the Contract Documents as interpreted by the Architect/Engineer.
- 3.3.3. All services and labor rendered by the Contractor, including any subcontractors or suppliers, shall be performed under the immediate supervision at the site of persons possessing expertise and the requisite knowledge in the discipline or trade of service being rendered. The Contractor shall maintain such supervision and personnel at all times that the Contractor's personnel, subcontractors, and/or suppliers are at the site. The Contractor shall never be absent from the site during performance of any portion of the Work by any entity under the supervision and direction of the Contractor. Full time attendance by the Contractor from the date of project commencement through Final Acceptance is an explicit requirement of this Contract.

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

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

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

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

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

3.5. WARRANTY AND GUARANTEE

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

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

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

3.6. **TAXES**

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

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

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

3.8. **ALLOWANCES**

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

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

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

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

3.9. **CONTRACTOR'S PERSONNEL**

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

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

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

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

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

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

3.10. **CONSTRUCTION SCHEDULES**

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

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

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

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

3.11. DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

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

3.12. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1. Definitions:

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

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

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

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

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

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

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

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

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

- 3.12.8. The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect/Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect/Engineer. The Owner and the Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect/Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this subparagraph, the Architect/Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents but shall be responsible and held liable for review and verification of all performance or design criteria as required by Paragraph 3.2.
- 3.12.9. Unless noted otherwise in the Contract Documents, the Contractor shall submit to the Architect/Engineer within sixty (60) days from the date of project commencement electronic copies of all shop/setting drawings, schedules, cut sheets, products, product data, and samples required for the complete Work. Copies shall be reviewed, marked, stamped and approved on each and every copy by the Contractor prior to submission to the Architect/Engineer or they shall be returned without review or action. The Architect/Engineer shall review with reasonable promptness, making corrections, rejections, or other actions as appropriate. The Architect/Engineer's approval or actions on shop/setting drawings, schedules, cut sheets, products, product data, or samples shall not relieve the Contractor from responsibility for, nor deviating from, the requirements of the plans and specifications. Any deviations from the plans and specifications requested or made by the Contractor shall be brought promptly to the attention of the Architect/Engineer.
- 3.12.10. Cost for Re-Submissions: the Contractor is responsible for ensuring that all shop drawings, product data, samples, and submittals contain all information required by the Contract Documents to allow the Architect/Engineer to take action. The costs and expenses to the Architect/Engineer for making exhaustive reviews of each Shop Drawing, Product Data item, sample, or submittal of the Contractor may be billed by the Architect/Engineer directly to the Contractor or, if otherwise agreed by the Owner in writing, may be reimbursed by the Owner to the Architect/Engineer and deducted from the Contractor's contract via change order by the Owner. The Owner will not be liable to the Architect/Engineer for multiple reviews.

3.13. **USE OF SITE**

- 3.13.1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- 3.13.2. The Contractor shall not damage, endanger, compromise or destroy any part of the Project or the site, including but not limited to work performed by others, monuments, stakes, bench marks, survey points, utilities, existing features or structures. The Contractor shall be fully and exclusively responsible for and 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)"

4.3.2. Continuing Contract Performance.

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

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

- 4.3.3.1. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or, (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed.
- 4.3.3.2. The Architect/Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the date of the Architect/Engineer's decision.
- 4.3.3.3. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect/Engineer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.
- 4.3.3.4. Nothing in this paragraph shall relieve the Contractor of its obligation to adequately and sufficiently investigate, research, and examine the site, the site survey, topographical

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

4.3.4. Claims for Additional Cost.

- 4.3.4.1. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.
- 4.3.4.2. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Architect/Engineer; (2) an order by the Owner to stop the Work solely for the Owner's convenience or where the Contractor was not at least partially at fault; (3) a written order for a minor change in the Work issued by the Architect/Engineer; (4) failure of payment by the Owner per the terms of the Contract; (5) termination of the Contract by the Owner; or, (6) other reasonable grounds, Claim must be filed in accordance with this Paragraph 4.3.

4.3.5. Claims for Additional Time

- 4.3.5.1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as specified in these General Conditions shall be provided along with the notarized certification. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay for the same event or cause only one Claim is necessary. However, separate and distinct written notice is required for each separate event.
- 4.3.5.2. Weather Delays:
 - 4.3.5.2.1. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction activities.
 - 4.3.5.2.2. Inclement or adverse weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The Owner may grant an extension of time if an unavoidable delay occurs as a result of inclement/severe/adverse weather and such shall then be classified as a "Delay Day". Any and all delay days granted by the Owner are and shall be non-compensable in any manner or form. The Contractor shall comply with the notice requirements concerning instances of inclement/severe/adverse weather before the Owner will consider a time extension. Each day of inclement/severe/adverse weather shall be considered a separate instance or event and as such, shall be subject to the notice requirements.
 - 4.3.5.2.3. An "inclement", "severe", or "adverse" weather delay day is defined as a day on which the Contractor is prevented by weather or conditions caused by weather resulting immediately there from, which directly impact the current controlling critical-path operation or operations, and which prevent the Contractor from proceeding with at least 75% of the normal labor and equipment force engaged on such critical path operation or operations for at least 60% of the total daily time being currently spent on the controlling operation or operations.
 - 4.3.5.2.4. The Contractor shall consider normal/typical/seasonal weather days and conditions caused by normal/typical/seasonal weather days for the location of the Work in the planning and scheduling of the Work to ensure completion within the Contract Time. No time extensions will be granted for the Contractor's failure to consider and account for such weather days and conditions caused by such weather for the Contract Time in which the Work is to be accomplished.
 - 4.3.5.2.5. A "normal", "typical", or "seasonal" weather day shall be defined as weather that can be reasonably anticipated to occur at the location of the Work for each particular month involved in the Contract Time. Each month involved shall not be

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

- 4.3.5.2.6. The Contractor is solely responsible to document, prepare and present all data and justification for claiming a weather delay day. Any and all claims for weather delay days shall be tied directly to the current critical-path operation or operations on the day of the instance or event which shall be delineated and described on the Critical-Path Schedule and shall be provided with any and all claims. The Contractor is solely responsible to indicate and document why the weather delay day(s) claimed are beyond those weather days which are reasonably anticipated to occur for the Contract Time. Incomplete or inaccurate claims, as determined by the Architect/Engineer or Owner, may be returned without consideration or comment.
- 4.3.5.3. Where the Contractor is prevented from completing any part of the Work with specified durations or phases due to delay beyond the control of both the Owner and the Contractor, an extension of the contract time or phase duration in an equal amount to the time lost due to such delay shall be the Contractor's sole and exclusive remedy for such delay.
- 4.3.5.4. Delays attributable to and/or within the control of subcontractors and suppliers are deemed to be within the control of the Contractor.
- 4.3.5.5. In no event shall the Owner be liable to the Contractor, any subcontractor, any supplier, Contractor's surety, or any other person or organization, for damages or costs arising out of or resulting from: (1) delays caused by or within the control of the Contractor which include but are not limited to labor issues or labor strikes on the Project, federal, state, or local jurisdiction enforcement actions related directly to the Contractor's Work (e.g. safety or code violations, etc.); or, (2) delays beyond the control of both parties including but not limited to fires, floods, earthquakes, abnormal weather conditions, acts of God, nationwide material shortages, actions or inaction by utility owners, emergency declarations by federal, state, or local officials enacted in the immediate vicinity of the project, or other contractors performing work for the Owner.
- 4.3.6. Claims for Consequential Damages
 - 4.3.6.1. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
 - 4.3.6.1.1. damages incurred by the Owner for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and,
 - 4.3.6.1.2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, income, and for loss of profit.
 - 4.3.6.2. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this waiver of consequential damages shall be deemed to preclude an award of liquidated or actual damages, when applicable, in accordance with the requirements of the Contract Documents.

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

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

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

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

4.5. **MEDIATION**

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

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

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

4.6. **ARBITRATION**

- 4.6.1. Any controversy or Claim arising out of or related to this Contract or the breach thereof shall be settled by arbitration in accordance with the Montana Uniform Arbitration Act (MUAA). To the extent it does not conflict with the MUAA, the Construction Industry Arbitration Rules of the American Arbitration Association shall apply except as modified herein. The parties to the arbitration shall bear their own costs and expenses for participating in the arbitration. Costs of the Arbitration panel shall be borne equally between the parties except those costs awarded by the Arbitration panel (including costs for the arbitration itself).
- 4.6.2. Prior to the arbitration hearing all parties to the arbitration may conduct discovery subject to the provisions of Montana Rules of Civil Procedure. The arbitration panel may award actual damages incurred if a party fails to provide full disclosure under any discovery request. If a party claims a right of information privilege protected by law, the party must submit that claim to the arbitration panel for a ruling, before failing to provide information requested under discovery or the arbitration panel may award actual damages.
- 4.6.3. The venue for all arbitration proceedings required by this Contract shall be the seat of the county in which the work occurs or the First Judicial District, Lewis & Clack County, as determined solely by the Owner. Arbitration shall be conducted by a panel comprised of three members with one selected by the Contractor, one selected by the Owner, and one selected by mutual agreement of the Owner and the Contractor.
- 4.6.4. Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.6, 7.2.6, 7.3.8, 9.10.4 and 9.10.5, shall, after decision or action by the Architect/Engineer or 30 days after submission of the Claim to the Architect/Engineer, be subject to arbitration provided a demand for arbitration is made within the time frame provided in Subparagraph 4.4.5. If such demand is not made with the specified time frame, the Architect/Engineer's decision or action is final. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.
- 4.6.5. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and/or those rules specified in the Contract Documents or separately agreed upon between the parties. Construction Industry Arbitration Rule R-3 (filing with AAA) is void. The parties shall mutually agree upon an arbitrator or arbitrators who shall then take the place of AAA in the Construction Industry Arbitration Rules. The parties must mutually agree to use AAA and no filing of a demand for arbitration shall be made to AAA by either party until such mutual agreement has been made. The demand for arbitration shall be filed in writing with the other party to the Contract and a copy shall be filed with the Architect/Engineer.
- 4.6.6. A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.5 and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.
- 4.6.7. Pending final resolution of a Claim including arbitration, unless otherwise mutually agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract on Work or amounts not in dispute.

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

ARTICLE 5 – SUBCONTRACTORS

5.1. DEFINITIONS

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

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

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

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

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

5.3. **SUBCONTRACTUAL RELATIONS**

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

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

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

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

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

5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

6.2. **MUTUAL RESPONSIBILITY**

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

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

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

ARTICLE 7 – CHANGES IN THE WORK

7.1. GENERAL

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

7.2. CHANGE ORDERS

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

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

- 7.2.4. Any Change Order, responses to requested proposals, or requested changes submitted by the Contractor which, in the opinion of the Architect/Engineer, are incomplete, may be rejected and returned to the Contractor without comment. It is the responsibility of and incumbent upon the Contractor to ensure and confirm that all Change Orders, responses to requested proposals, or requested changes are complete prior to submission.
- 7.2.5. Overhead, applicable to all areas and sections of the Contract Documents, means "Indirect Costs" as referenced in Subparagraph 7.2.3.2. Indirect costs are inclusive of, but not limited to, the following: home office overhead; off-site supervision; home office project management; change order and/or proposal preparation, design, research, negotiation and associated travel; effects of disruption and dilution of management and supervision off-site; time delays; coordination of trades; postage and shipping; and, effective increase in guarantee and warranty durations. Indirect costs applicable to any and all changes in the work, either through Change Order or Construction Change Directive, are limited to the percentage allowance for overhead in Subparagraph 7.2.2.
- 7.2.6. By signature on any Change Order, the Contractor certifies that the signed Change Order is complete and includes all direct costs, indirect costs and consequential items (including additional time, if any) and is free and clear of all claims or disputes (including, but not limited to, claims for additional costs, additional time, disruptions, and/or impacts) in favor of the Contractor, subcontractors, material suppliers, or other persons or entities concerning the signed change order and on all previously contracted Work and does release the Owner from such claims or demands.
- 7.2.7. Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes which affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time, shall not result in an increase in the Contract Time.
- 7.2.8. Supervision means on-site, field supervision and not home office overhead, off-site management or off-site supervision.
- 7.2.9. Labor means those persons engaged in construction occupations as defined in Montana Prevailing Wage Rates for Building Construction or Heavy/Highway as bound in the Contract Documents and does not include design, engineering, superintendence, management, on-site field supervision, home office or other off-site management, off-site supervision, office or clerical work.

7.3. CONSTRUCTION CHANGE DIRECTIVES

- 7.3.1. A Construction Change Directive is a written order prepared by the Architect/Engineer directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 7.3.2. Any and all changes or adjustments to the Contract Time requested or claimed by the Contractor as a result of a Construction Change Directive, shall require documentation and justification for the adjustment by a Critical Path Method analysis of the Contractor's most recent Critical Path Schedule in use prior to the change. Changes that affect or concern activities containing float or slack time (i.e. not on the critical path) and which can be accomplished within such float or slack time shall not result in an increase in the Contract Time.
- 7.3.3. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.
- 7.3.4. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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

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

7.4. **MINOR CHANGES IN THE WORK**

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

ARTICLE 8 – TIME

8.1. **DEFINITIONS**

- 8.1.1. Time is of the essence in performance, coordination, and completion of the Work contemplated herein. The Owner may suffer damages if the Work is not completed as specified herein. When any duration or time period is referred to in the Contract Documents by days, the first day shall be determined as the day following the current day of any event or notice starting a specified duration.
- 8.1.2. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.1.3. The date of commencement of the Work is the date established in the ARTICLE 2 OF THE CONTRACT AS ISSUED BY THE OWNER.
- 8.1.4. The date the Contractor reaches Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.8.
- 8.1.5. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- 8.1.6. Liquidated Damages. The Owner may suffer loss if the project is not substantially complete on the date set forth in the contract documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete: **As indicated in the instructions to bidders.**
- 8.1.7. The Contractor shall not be charged liquidated or actual damages when delay in completion of the Work is due to:
- 8.1.7.1. Any preference, priority or allocation order issued by the government;
- 8.1.7.2. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. All such occurrences resulting in delay must be documented and approved by Change Order; or,
- 8.1.7.3. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in 8.1.7.1 and 8.1.7.2 of this article.

- 8.1.8. The Contractor is completely obligated and responsible to provide written notice of each day of delay as provided for in Paragraph 4.3.
- 8.1.9. Contract Time. All work shall reach Substantial Completion within: Dates provided in Instructions to bidders and Invitation to bid documents. The Owner will issue a Contract for Construction with the specified dates of commencement and completion.

8.2. PROGRESS AND COMPLETION

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

PAYMENTS AND COMPLETION

9.1. CONTRACT SUM

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

9.2. SCHEDULE OF VALUES

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

9.3. APPLICATIONS FOR PAYMENT

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

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

9.3.7.3. Progress Payments

- 9.3.7.3.1. Periodic Estimates for Partial Payment shall be on a form provided by the Owner (Form 101) and submitted to the Architect/Engineer for payment by the Owner. Payment shall be requested for the labor and material incorporated in the work to date and for materials suitably stored, less the aggregate of previous payments, the retainage, and the 1% gross receipts tax.
- 9.3.7.3.2. The Contractor, by submission of any partial pay request, certifies that every request for partial payment is correct, true and just in all respects and that payment or credit had not previously been received. The Contractor further warrants and certifies, by submission of any partial pay request, that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the Contractor, subcontractors, material suppliers or other persons or entities and does release the Owner from such.
- 9.3.7.3.3. Progress payments do not constitute official acceptance of any portion of the work or materials whether stored on or off-site.
- 9.3.7.3.4. In compliance with 15-50-206 MCA, the Contractor will have 1% of his gross receipts withheld by the Owner from all payments due. Each subcontractor who performs work greater than \$80,000 shall have 1% of its gross receipts withheld by the Contractor. The Contractor shall notify the Department of Revenue on the department's prescribed forms.

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

9.3.7.5. The Contractor shall maintain a monthly billing cycle.

9.4. **CERTIFICATES FOR PAYMENT**

- 9.4.1. The Architect/Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due, or notify the Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1. For the purposes of this paragraph regarding certification of payment, electronic mail and/or notes provided through the use of an electronic approval system shall constitute written notice.
- 9.4.2. The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect/Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect/Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect/Engineer has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

(2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or, (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5. **DECISIONS TO WITHHOLD CERTIFICATION**

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

9.5.1.1. defective Work not remedied;

9.5.1.2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

9.5.1.3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.5.1.4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.5.1.5. damage to the Owner or another contractor;

9.5.1.6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or,

9.5.1.7. persistent failure to carry out the Work in accordance with the Contract Documents.

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

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

9.5.3.1. the Contractor's failure to perform the Work in compliance with the Contract Documents;

9.5.3.2. the Contractor's failure to correct any defective or damaged Work;

9.5.3.3. the Contractor's failure to accurately represent the Work performed in the pay request;

9.5.3.4. the Contractor's performance of its Work at a rate or in a manner that, in the Owner's opinion, is likely to result in the Work, or any portion thereof, to be delayed;

9.5.3.5. the Contractor's failure to use funds previously paid to it by the Owner to pay for the Contractor's Work-related obligations including, but not limited to, subcontractors and suppliers on this Project;

9.5.3.6. claims made, or anticipated by the Owner to be made, against the Owner or its property;

- 9.5.3.7. inclusion in the pay request of any amounts in dispute or part of a claim;
- 9.5.3.8. Damage or loss caused by the Contractor, including its subcontractors and suppliers; or,
- 9.5.3.9. The Contractor's failure or refusal to perform its obligations to the Owner.

9.6. **PROGRESS PAYMENTS**

- 9.6.1. After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents or the Owner may take any action the Owner deems necessary under Subparagraph 9.5.3.
- 9.6.2. The Contractor shall promptly pay each Subcontractor in accordance with Title 28, Chapter 2, Part 21, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- 9.6.3. The Contractor is prohibited from holding higher amounts in retainage on any Subcontractor than the Owner is holding from the Contractor.
- 9.6.4. The Architect/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect/Engineer and Owner on account of portions of the Work done by such Subcontractor.
- 9.6.5. Neither the Owner nor Architect/Engineer shall have an obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- 9.6.6. Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3, 9.6.4, and 9.6.5.
- 9.6.7. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 9.6.8. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.7. **FAILURE OF PAYMENT**

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

9.8. **SUBSTANTIAL COMPLETION**

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

- 9.8.2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3. Upon receipt of the Contractor's list, the Architect/Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect/Engineer's Inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect/Engineer. In such case, the Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion.
- 9.8.4. The Contractor shall ensure the project is substantially complete prior to requesting any inspection by the Architect/Engineer so that no more than one (1) inspection is necessary to determine Substantial Completion for all or any portion of the Work. If the Contractor does not perform adequate inspections to develop a comprehensive list as required in Subparagraph 9.8.2 and does not complete or correct such items upon discovery or notification, the Contractor shall be responsible and pay for the costs of the Architect/Engineer's additional inspections to determine Substantial Completion.
- 9.8.5. When the Work or designated portion thereof is substantially complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. After issuance of the Certificate of Substantial Completion, the Contractor shall finish and complete all remaining items within thirty (30) calendar days of the date on the Certificate. The Architect/Engineer shall identify and fix the time for completion of specific items which may be excluded from the thirty (30) calendar day time limit. Failure to complete any items within the specified time frames may be deemed by the Owner as default of the contract on the part of the Contractor.
- 9.8.6. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety if there are claims or past payment issues, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9. PARTIAL OCCUPANCY OR USE

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

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

9.10. FINAL COMPLETION AND FINAL PAYMENT

- 9.10.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect/Engineer will approve the Contractor's final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect/Engineer's signature on the Contractor's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- 9.10.2. Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Architect/Engineer:
- 9.10.2.1. completed Contractor's Affidavit of Completion, Payment of Debts and Claims, and Release of Liens (Form 106) that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- 9.10.2.2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
- 9.10.2.3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
- 9.10.2.4. Consent of Surety Company to Final Payment (Form 103); and,
- 9.10.2.5. if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.
- 9.10.3. The Contractor and his surety accepts and assumes responsibility, liability, and costs for and agrees to defend and hold harmless the Owner for and against any and all actions as a result of the Owner making final payment.
- 9.10.4. By submitting any Application for Payment to the Architect/Engineer the Contractor and his surety certify and declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the Contractor and all Subcontractors and used in the execution of the Contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of State Agencies, subcontractors, suppliers, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the Contractor under the contract.
- 9.10.5. In consideration of the prior payments and the final payment made and all payments made for authorized changes, the Contractor releases and forever discharges the Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to the contract and authorized changes.
- 9.10.6. The date of Final Payment by the Owner shall constitute Final Acceptance of the Work. The determining date for the expiration of the warranty period shall be as specified in Paragraphs 3.5 and 12.2.2.

- 9.10.7. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect/Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.10.8. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
- 9.10.8.1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - 9.10.8.2. failure of the Work to comply with the requirements of the Contract Documents; or,
 - 9.10.8.3. terms of special warranties required by the Contract Documents.
- 9.10.9. Acceptance of final payment by the Contractor, a Subcontractor, or material supplier, shall constitute a waiver of any and all obligations, liens, claims, security interests, encumbrances and/or liabilities against the Owner except those previously made in writing per the requirements of Paragraph 4.3 and as yet unsettled at the time of submission of the final Application for Payment.
- 9.10.10. The Owner's issuance of Final Payment does not constitute a waiver or release of any kind regarding any past, current, or future claim the Owner may have against the Contractor and/or the surety.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1. SAFETY

- 10.1.1. **Importance of Safety.** The Contractor and all Subcontractors (at any tier or level) recognize that safety is paramount at all times. The Contractor shall perform the work in a safe manner with the highest regard for safety of its employees and all other individuals and property at the work site. Contractor shall maintain its tools, equipment, and vehicles in a safe operating condition and take all other actions necessary to provide a safe working environment for performance of work required under this Contract. The Contractor is solely responsible for the means, methods, techniques, sequences and procedures for coordinating and constructing the Work, including all site safety, safety precautions, safety programs, and safety compliance with OSHA and all other governing bodies.
- 10.1.2. **Particular Safeguards.** (a). The Contractor shall erect and maintain, as required by Paragraphs 10.1.1 and 10.1.3, safeguards for safety and protection, including posting danger signs and other warnings against hazards, installing suitable barriers and lighting, promulgating safety regulations, and providing notification to all parties who may be impacted by the Contractor's operations. (b) When use or storage of explosives or other Hazardous Materials/Substances (defined below) or equipment are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. (c) The Contractor shall not encumber or load or permit any part of the construction site to be encumbered or loaded so as to endanger the safety of any person(s).
- 10.1.3. **Compliance with Safety Laws.** Contractor represents and warrants to Owner that it knows and understands all federal, state and local safety statutes, rules, and regulations (Laws) related to the work under this Contract. Contractor shall comply with these Laws. Contractor shall keep all material data safety sheets on site and available at all times.
- 10.1.4. **Remedy property damage.** The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor of any tier or level, or anyone employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

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

10.2. **HAZARDOUS MATERIALS/SUBSTANCES**

- 10.2.1. "Hazardous Materials/Substances" means any substance: (a) the presence of which requires investigation, or remediation under any federal, state or local statute, rule, regulation, ordinance, order, policy or common law; (b) that is or becomes defined as "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local statute, rule, regulation, or ordinance or amendments thereto; (c) that is toxic, explosive, corrosive flammable, or otherwise hazardous and is or becomes regulated by any government authority, agency, board, commission or instrumentality of the United States, the state of Montana or any political subdivision thereof; (d) gasoline, diesel fuel or other petroleum hydrocarbons; (e) containing contains polychlorinated biphenyls (PCBs) or asbestos; or (f) the presence of which causes or threatens to cause a nuisance or trespass on the work site or adjacent property.
- 10.2.2. The Contractor is solely responsible for all compliance with all regulations, requirements, and procedures governing Hazardous Materials/Substances at the Work Site or that Contractor brings on the site. The Contractor is solely responsible for remediation, costs, damages, loss, and/or expenses for all Hazardous Materials/Substances brought to the site. The Contractor shall not and is strictly prohibited from purchasing and/or installing any asbestos-containing materials or products as part of the Work. Should the Contractor do so, the Contractor shall be solely responsible for the immediate remediation and all costs, damages, loss, and/or expenses per Paragraphs 10.1.6, 10.2.2, 10.2.3, and 10.2.4.
- 10.2.3. If the Contractor encounters Hazardous Materials/Substances during the course of the Work, whether or not identified in the Contract Documents, Work, the Contractor agrees that:
- 10.2.3.1. Encountering any Hazardous Materials/Substances during performance of the Work does not necessarily mean a change in conditions has occurred, nor is it evidence that the Contractor is due additional Contract Time or an increase in the Contract Sum. If encountering Hazardous Materials/Substances is determined to be a change in conditions to the Contract Documents, Paragraph 4.3 and Article 7 apply in determining any additional compensation or extension of time claimed by the Contractor.
- 10.2.3.2. The Contractor is solely responsible for securing the Work in accordance with this Article 10 involving any Hazardous Materials/Substances against unlawful, unregulated, or improper intrusion, disturbance, or removal. The Contractor shall implement protections and take protective actions throughout the performance of the Work to prevent exposure to workers, occupants, and contamination of the site or area.
- 10.2.3.3. If the Contractor is unable to or fails to properly secure the Work against unlawful, unregulated, or improper intrusion, disturbance, or removal of Hazardous Materials/Substances, the Contractor shall immediately implement protections and take protective actions, up to and including stopping Work in the area or on the item affected, to prevent exposure to workers, occupants, and contamination of the site or area. The Contractor shall immediately notify the Owner and Architect in writing giving details of the failure and the corrective actions taken. If the condition is an emergency and notice cannot be provided in writing, then Contractor shall orally and immediately notify the Owner and Architect/Engineer of the condition followed by a full written explanation. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.2.3.4. If the Contractor notifies the Owner and takes precautions in accordance with this Article 10 upon encountering materials/substances suspected of containing asbestos or polychlorinated biphenyls that are unidentified in the Contract Documents, the Owner shall verify if the unidentified material or substance contains asbestos or polychlorinated biphenyls and shall arrange for the removal or other measures as necessary to allow the Contractor to proceed with the Work. The Contract Time may be extended as appropriate if the Work affected is on the critical path and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs as provided in Article 7. Should the Contractor fail to notify the Owner upon encountering asbestos, polychlorinated biphenyls, or materials/substances suspected of containing asbestos or polychlorinated biphenyls, that are unidentified in the Contract Documents, the Contractor is solely responsible for all mitigation in accordance with Paragraphs 10.1.6, 10.2.2, 10.2.3, and 10.2.4.

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

10.3. **UTILITIES**

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

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

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

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

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

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

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

ARTICLE 11 - INSURANCE AND BONDS

11.1. **CONTRACTOR'S LIABILITY INSURANCE**

- 11.1.1. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Montana with a rating no less than "A-", such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 11.1.1.1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - 11.1.1.2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 11.1.1.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - 11.1.1.4. claims for damages insured by usual personal injury liability coverage;
 - 11.1.1.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 - 11.1.1.6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 11.1.1.7. claims for bodily injury or property damage arising out of completed operations; and,
 - 11.1.1.8. claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- 11.1.2. The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until termination of any coverage required to be maintained after final payment.
- 11.1.3. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies except Workers Compensation required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner. The Workers Compensation policy will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner by the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- 11.1.4. At the request of the Owner, the Contractor shall provide copies of all insurance policies to the Owner.

11.2. **INSURANCE, GENERAL REQUIREMENTS**

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

- 11.2.2. Hold Harmless and Indemnification: The Contractor shall protect, defend, and save the state, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments whatsoever (including the cost of defense and reasonable attorney fees): 1) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage; or, 2) arising out of or resulting from performance or failure to perform, or omissions of services, or in any way results from the negligent acts or omissions of the Contractor, its agents, agents, or subcontractors.
- 11.2.3. Contractor's Insurance: insurance required under all sections herein shall be in effect for the duration of the contract that extends through the warranty period. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the state of Montana. No Contractor or Sub-contractor shall commence any Work under this contract until all required insurance has been obtained. During the term of this contract, the Contractor shall, not less than thirty days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the Owner a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force with the exception of Workers Compensation and will not be canceled, limited or restricted without thirty days' written notice by certified mail to the contractor and the Owner. The Workers Compensation policy will not be canceled or allowed to expire at any time prior to Final Acceptance and then not until at least 30 days' prior written notice has been given to the Owner by the Contractor. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Additionally, all certificates shall include the project name and A/E project number.
- 11.2.4. Certificates of Insurance and Endorsements. All certificates of insurance and the additional insured endorsements are to be received by the state prior to issuance of the Contract for Construction. The contractor is responsible to ensure that all policies and coverages contain the necessary endorsements for the State being listed as an additional insured. The state reserves the right to require complete copies of all insurance policies at any time to verify coverage. The contractor shall notify the state within 30 days of any material change in coverage.

11.3. **WORKERS' COMPENSATION INSURANCE**

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

11.4. **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

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

- 11.5.1. New Construction (for projects involving new construction): At its sole cost and expense, the contractor shall keep the building and all other improvements on the premises insured throughout the term of the agreement against the following hazards:
- 11.5.1.1. Loss or damage by fire and such other risks (including earthquake damage for those areas with a shaking level at 10g or above as indicated on the seismic map, [NEHRP.pdf \(mt.gov\)](http://nehrp.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 or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5. TESTS AND INSPECTIONS

- 13.5.1. Quality Control (i.e. ensuring compliance with the Contract Documents) and Quality Assurance (i.e. confirming compliance with the Contract Documents) are the responsibility of the Contractor. Testing, observations, and/or inspections performed or provided by the Owner are solely for the Owner's own purposes and are for the benefit of the Owner. The Owner is not liable or responsible in any form or fashion to the Contractor regarding quality control or assurance or extent of such assurances. The Contractor shall not, under any circumstances, rely upon the Owner's testing or inspections as a substitute or in lieu of its own Quality Control or Assurance programs.
- 13.5.2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.
- 13.5.3. If the Architect/Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.2, the Architect/Engineer will, upon written authorization from the Owner, instruct the Contractor to make

arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.4 shall be at the Owner's expense.

- 13.5.4. If such procedures for testing, inspection or approval under Subparagraphs 13.5.2 and 13.5.3 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect/Engineer's services and expenses shall be at the Contractor's expense.
- 13.5.5. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect/Engineer.
- 13.5.6. If the Architect/Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing.
- 13.5.7. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6. **INTEREST**

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

13.7. **COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

- 13.7.1. As between the Owner and Contractor:

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

13.8. **PAYROLL AND BASIC RECORDS**

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

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1. **TERMINATION BY THE CONTRACTOR**

- 14.1.1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
 - 14.1.1.1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; or,
 - 14.1.1.2. an act of government, such as a declaration of national emergency which requires all Work to be stopped.
- 14.1.2. The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- 14.1.3. If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect/Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit but not damages.
- 14.1.4. If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect/Engineer, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

14.2. **TERMINATION BY THE OWNER FOR CAUSE**

- 14.2.1. The Owner may terminate the Contract if the Contractor:
 - 14.2.1.1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 14.2.1.2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 14.2.1.3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - 14.2.1.4. otherwise is guilty of any breach of a provision of the Contract Documents.
- 14.2.2. When any of the above reasons exist, the Owner, upon certification by the Architect/Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - 14.2.2.1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 14.2.2.2. accept assignment of subcontracts pursuant to Paragraph 5.4; and,
 - 14.2.2.3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

- 14.2.3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 14.2.4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect/Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

14.3. SUSPENSION BY THE OWNER FOR CONVENIENCE

- 14.3.1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 14.3.2. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
- 14.3.2.1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or,
- 14.3.2.2. that an equitable adjustment is made or denied under another provision of the Contract.

14.4. TERMINATION BY THE OWNER FOR CONVENIENCE

- 14.4.1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- 14.4.2. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
- 14.4.2.1. cease operations as directed by the Owner in the notice;
- 14.4.2.2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and;
- 14.4.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 14.4.3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination. The Contractor shall provide a full and complete itemized accounting of all costs.

ARTICLE 15 – EQUAL OPPORTUNITY

- 15.1. The Contractor and all Sub-contractors shall not discriminate against any employee or applicant for employment because of race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability and shall comply with all Federal and State laws concerning fair labor standards and hiring practices. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability.
- 15.2. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 15.3. The Contractor and all Sub-contractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, or physical or mental disability.
- 15.4. The contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA.
- 15.4.1. The provisions of 30-20-301, MCA apply only to a contract that:
- 15.4.1.1. is between a governmental entity and a company with at least 10 full-time employees; and
 - 15.4.1.2. has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.
- 15.4.2. By the signing the contract, the Contractor certifies and affirms:
- 15.4.2.1. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this contract; and
 - 15.4.2.2. Contractor will not discriminate against a firearm entity or firearm trade association during the term of this contract.
- 15.4.3. The contractor's certification is made in compliance with and in reference to 30-20-301, MCA, and the terms defined therein. If the contractor determines the provisions of 30-20-301, MCA don't apply to the contract, the Contractor shall submit a statement set forth in details the basis for such determination.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(REVISED FEBRUARY 2025)

FOR STATE OF MONTANA GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 SPECIFICATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 – THE OWNER

2.1 THE STATE OF MONTANA

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

ARTICLE 3 – THE CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.6 ADD: PRODUCT DELIVERY, STORAGE AND HANDLING

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

3.3.6.2 ADD: DELIVERY AND HANDLING:

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

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

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

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

3.3.6.3 ADD: STORAGE

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

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

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

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

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

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

3.10 CONSTRUCTION SCHEDULES

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

3.11 DOCUMENTATION AND AS-BUILT CONDITIONS AT THE SITE

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

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

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

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

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

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

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

3.12.1 DEFINITIONS:

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

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

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

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

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

3.13. USE OF SITE

3.13.3 ADD: MSU BOZEMAN Vehicle Regulations state:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.6. ARBITRATION

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

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

ARTICLE 7 – CHANGES IN WORK

7.2 CHANGE ORDERS

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

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

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

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

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

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

ARTICLE 8 - TIME

8.1. DEFINITIONS

8.1.8.1 ADD: Work commenced before receipt and signature by all parties of the Contract for Construction will be entirely at the Contractor's risk.

8.2. PROGRESS AND COMPLETION

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

8.3. DELAYS AND EXTENSIONS OF TIME

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

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3. APPLICATIONS FOR PAYMENT

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

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

9.8. SUBSTANTIAL COMPLETION

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

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

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

9.8.4.1.3 Removal of all temporary structures and barricades.

9.10. FINAL COMPLETION AND FINAL PAYMENT

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

ARTICLE 10 – PROTECTIONS OF PERSONS AND PROPERTY

10.1. SAFETY

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

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

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

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

10.3. UTILITIES

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

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

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

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

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

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

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

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

ARTICLE 11 - INSURANCE AND BONDS

11.4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

11.8. CANCELLATION

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

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW

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

13.9 EMERGENCY AND PUBLIC SAFETY

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

END OF SUPPLEMENTARY GENERAL CONDITIONS

Cost Estimate to Re-key Buildings

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



Taylor Hall

Masonry and Entry Improvements

ISSUE FOR PERMIT | BID



PROJECT MANUAL | VOLUME 1

Division 00 - 32

THINK|ONE
ARCHITECTS

SECTION 00 01 07.01

SEALS PAGE

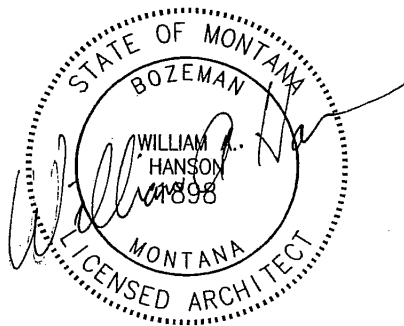
1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. ThinkOne

101 East Main Street, Suite A
Bozeman, Montana 59715
(406) 586-7020

2. The Contract Documents, Specification and Drawings, have been reviewed by ThinkOne as to conformance with accepted construction practice and to all applicable codes and regulations involving public safety.



B. Structural Engineer:

1. DCI Engineers
1060 Fowler Ave, Suite 202
Bozeman MT, 59718
(406) 556-8600

END OF SECTION 00 01 07.01

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. Project is focused on replacing the existing stair, canopy and door with new entry stair, canopy, and door. The project also intends to repair specific areas of deteriorated masonry and replace the antiquated wood windows.
- C. Site Information
 - 1. Scope of work includes, but is not necessarily limited to:
 - a. New steel canopy, stair, entry door and associated landscaping.
 - b. Masonry renovations including repointing and rebuilding sections of deteriorated masonry.
 - c. Repainting the existing siding and trim.
 - d. Replacing the antiquated wood windows with new aluminum clad wood windows.
- 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 project site from the date of receipt of the contract.
- F. Contractor Use of Premises
 - 1. Work on this contract is expected to be done during regular working hours Monday through Friday. Any variation from this will require prior approval of the Consultant and Owner.
 - 2. All work must be coordinated with MSU at all times and MSU must be informed about any work impacting campus operations 72 hours or 3 working days in advance of work being conducted and shall require MSU approval.
 - 3. General: Limit use of the premises to construction activities in areas indicated; allow for Owner/MSU occupancy and use by the public. Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 4. Contractor shall conduct all his work in such a manner as to minimize the inconvenience and disruption of MSU's daily schedule.
 - 5. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

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

G. Parking and Site Access

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

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

H. Owner Occupancy

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

I. Safety Requirements

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

J. Existing Premises Condition

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

K. Discrepancies in the Documents

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

END OF SECTION 011000

**SECTION 012000
PRICE AND PAYMENT
PROCEDURES**

1.1 GENERAL

A. Related Documents

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

B. Summary

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

C. Schedule of Values

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

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

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

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

- c. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- d. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- e. For each part of the work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the work.

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

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

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

D. Applications for Payment

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

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

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

END OF SECTION 01200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Description of Alternates

1. Alternate #1 - Masonry Repairs (Add). Refer to notes on sheet A0.2 – SITE ACCESS / PROJECT INFO
2. Alternate #2 – Window Replacement (Add). Refer to notes on sheet A0.2 – SITE ACCESS / PROJECT INFO

END OF SECTION

**SECTION 012500
SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and *Instructions to Bidders*.
- B. Substitution Procedures
 - 1. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
 - 2. Substitution Requests: Submit three copies of each request on MSU Substitution Request Form 099 for each consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - a. Submit requests in accordance with *Instructions to Bidders*.
 - b. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
- C. Architect will review proposed substitutions and notify Contractor of their acceptance or rejection. If necessary, Architect will request additional information or documentation of evaluation.
 - 1. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- D. Do not submit unapproved substitutions on Shop Drawings or other submittals.

END OF SECTION 012500

SECTION 013000

SUBMITTALS

1.1 GENERAL

A. Related Documents

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

B. Summary

1. This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:
 - a. Contractor's construction schedule
 - b. Submittal schedule
 - c. Daily construction reports
 - d. Shop Drawings
 - e. Product data
 - f. Samples
- Note: All Submittals are to be both print and electronic.
2. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - a. Permits
 - b. Applications for Payment
 - c. Performance and payment bonds
 - d. Insurance certificates
 - e. List of Subcontractors

3. The Schedule of Values submitted is included in Section "Applications for Payment".
4. Inspection and test reports are included in Section "Quality Requirements".
5. Unless otherwise instructed by the Owner all submittals shall be directed to Architect/Engineer Consultant of Record. The Contractor's construction schedule, submittal schedule and daily construction reports shall be directed to the Consultant's representative, the State of Montana's representative and MSU's representative. Shop drawings, product data and samples shall be directed to the Consultant's representative.

C. Submittal Procedures

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

- b. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - 1) The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - c. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - 1) Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Consultant will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - 2) If an intermediate submittal is necessary, process the same as the initial submittal.
 - 3) Allow two (2) weeks for reprocessing each submittal.
 - 4) No extension of contract time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the work to permit processing.
- 2. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - a. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - b. Include the following information on the label for processing and recording action taken.
 - 1) Project name and PPA Number
 - 2) Date
 - 3) Name and address of Consultant
 - 4) Name and address of Contractor
 - 5) Name and address of Subcontractor
 - 6) Name and address of supplier
 - 7) Name of manufacturer
 - a) Number and title of appropriate Specification Section
 - b) Drawing number and detail references, as appropriate
- 3. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Consultant using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 - a. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include

Contractor's certification that information complies with Contract Documents requirements.

- b. Transmittal Form: Contractor's standard form.

D. Contractor's Construction Schedule

1. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit both in print and electronically within thirty (30) days of the date established for "Commencement of the Work".
 - a. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
 - b. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate actual completion.
 - c. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - d. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.
 - e. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.
 - f. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Consultant's procedures necessary for certification of Substantial Completion.
2. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
3. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.
4. Cost Correlation: At the head of the schedule, provide a two (2) item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
 - a. Refer to Section "Price and Payment Procedures" for cost reporting and payment procedures.
5. Distribution: Following response to the initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with scheduled dates. Transmit electronically and post copies in the project meeting room and temporary field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have

completed their assigned portion of the work and are no longer involved in construction activities.

6. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule electronically and in print concurrently with report of each meeting.

E. Submittal Schedule

1. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for establishment of the Contractor's construction schedule.
 - a. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products, as well as the Contractor's construction schedule.
 - b. Prepare the schedule in chronological order; include submittals required during the first thirty (30) or sixty (60) days of construction. Provide the following information:
 - 1) Scheduled date for the first submittal
 - 2) Related section number
 - 3) Submittal category
 - 4) Name of subcontractor
 - 5) Description of the part of the work covered
 - 6) Scheduled date for resubmittal
 - a) Scheduled date the Consultant's final release or approval
2. Distribution: Following response to initial submittal, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
3. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

F. Daily Construction Reports

1. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Consultant at weekly intervals:
 - a. List of subcontractors at the site
 - b. Approximate count of personnel at the site
 - c. High and low temperatures, general weather conditions
 - d. Accidents and unusual events
 - e. Meetings and significant decisions

- f. Stoppages, delays, shortages, losses
 - g. Meter readings and similar recordings
 - h. Emergency procedures
 - i. Orders and requests of governing authorities
 - j. Change Orders received, implemented
 - k. Services connected, disconnected
 - l. Equipment or system tests and start-ups
 - m. Partial completions, occupancies
 - n. Substantial Completions authorized
- G. Shop Drawings
- 1. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not considered Shop Drawings.
 - 2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - a. Dimensions
 - b. Identification of products and materials included
 - c. Compliance with specified standards
 - d. Notation of coordination requirements
 - e. Notation of dimensions established by field measurement
 - f. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11", but no larger than 36" x 48".
 - g. Submittal: Submit electronically and in print for the Consultant's review; Consultant's comments will be returned electronically.
 - 1) One (1) of the prints returned shall be marked-up and maintained as a "Record Document".
 - h. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
 - 3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
 - a. Preparation of coordination drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - b. Submit coordination drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

H. Product Data

- 1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's

installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".

- a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - 1) Manufacturer's printed recommendations
 - a) Compliance with recognized trade association standards
 - b) Compliance with recognized testing agency standards
 - 2) Application of testing agency labels and seals
 - a) Notation of dimensions verified by field measurement
 - 3) Notation of coordination requirements
- b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- c. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- d. Submittals: Submit two (2) copies of each required submittal; submit four (4) copies where required for maintenance manuals. The Consultant will retain one (1), and will return the other marked with action taken and corrections or modifications required.
 - 1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- e. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 1) Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - 2) Do not permit use of unmarked copies of Product Data in connection with construction.

I. Samples

1. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - a. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Consultant's sample. Include the following:
 - 1) Generic description of the sample
 - 2) Sample source
 - 3) Product name or name of manufacturer

- 4) Compliance with recognized standards
 - 5) Availability and delivery time
2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristics are inherent in the material or product represented, submit multiple units (not less than three (3)), that show approximate limits of the variations.
 - b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other sections for samples to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
 3. Preliminary Submittals: Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Consultant's mark indicating selection and other action.
 4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets; one (1) will be returned marked with the action taken.
 - a. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.
 - 1) Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - 2) Sample sets may be used to obtain final acceptance of the construction associated with each set.
 5. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the work. Show distribution on transmittal forms.
 - a. Field samples specified in individual sections are special types of samples. Field samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.
 - 1) Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

J. Consultant's Action

1. Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Consultant will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Consultant will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - a. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - b. Returned for Resubmittal: When submittal is marked "Revise and Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - 1) Do not permit submittals marked "Revise and Resubmit" to be used at the project site, or elsewhere where work is in progress.
 - c. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action not Required".

END OF SECTION 013000

SECTION 013100
PROJECT COORDINATION

1.1 GENERAL

- A. Related Documents
 - 1. Drawings and general provisions of Contract, including General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Summary
 - 1. This section specifies administrative and supervisor requirements necessary for project coordination including, but not necessarily limited to:
 - a. Coordination
 - b. Administrative and supervisory personnel
 - c. General installation provisions
 - d. Cleaning and protection
 - 2. Field Engineering is included in Section "Field Engineering".
 - 3. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".
 - 4. Requirements for Contractor's Construction Schedule are included in Section "Submittals".
- C. Coordination
 - 1. Coordination: Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.
 - a. Provide access to work at all times for inspections by Owner and authorized representatives.
 - b. Provide safe working conditions and protection of completed work.
 - c. Provide barricades and signs.
 - d. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - e. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - f. Make adequate provisions to accommodate items scheduled for later installation.
 - g. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1) Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
 - 2. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

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

1.2 PROJECT MEETINGS

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

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

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

D. Pre-Installation Conferences

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

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

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

1.3 PRODUCTS (NOT APPLICABLE)

1.4 EXECUTION

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

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

END OF SECTION 013100

SECTION 014000 QUALITY REQUIREMENTS

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

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

C. RESPONSIBILITIES

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

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

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

D. SUBMITTALS

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

DI. QUALITY ASSURANCE

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

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. GENERAL

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

END OF SECTION 014000

**SECTION 015000
TEMPORARY FACILITIES AND UTILITIES**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

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

C. QUALITY ASSURANCE

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

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

D. PROJECT CONDITIONS

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

1.2 PRODUCTS

A. MATERIALS

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

B. EQUIPMENT

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

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

1.3 EXECUTION

A. INSTALLATION

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

B. TEMPORARY UTILITIES

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

C. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

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

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

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

D. SECURITY AND PROTECTION FACILITIES INSTALLATION

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

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

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

E. OPERATION, TERMINATION AND REMOVAL

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

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION REQUIREMENTS

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

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

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

B. Select products as follows:

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

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

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016000

**SECTION
173000
EXECUTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

- B. Related Requirements:

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

1.3 QUALITY ASSURANCE

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

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 CONSTRUCTION LAYOUT

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

3.4 INSTALLATION

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

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

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

3.6 PROGRESS CLEANING

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

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

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

3.7 STARTING AND ADJUSTING

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

3.8 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

**SECTION 017400
WARRANTIES AND
BONDS**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

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

C. DEFINITIONS

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

D. WARRANTY REQUIREMENTS

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

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

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

E. SUBMITTALS

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

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

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

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

1.2 PRODUCTS (NOT APPLICABLE)

1.3 EXECUTION

A. SCHEDULE OF WARRANTIES

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

END OF SECTION 017400

SECTION 017419 WASTE MANAGEMENT

PART 1 - GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

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

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

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

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

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

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

1.2 DEFINITIONS

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

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

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

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

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

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

Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

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

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Reuse: To reuse a construction waste material in some manner on the project site.

Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

Toxic: Poisonous to humans either immediately or after a long period of exposure.

Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

1.3 WASTE MANAGEMENT PLAN IMPLEMENTATION

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

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

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

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

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

As a minimum, provide:

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

Separate dumpsters for each category of recyclable.

Recycling bins at worker lunch area.

Provide containers as required.

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

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

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

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

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

END OF SECTION 017419

**SECTION 017700
PROJECT
CLOSEOUT**

1.1 GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

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

C. SUBSTANTIAL COMPLETION

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

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

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

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

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

F. WARRANTIES AND BONDS

1. SUMMARY

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

2. DEFINITIONS

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

G. WARRANTY REQUIREMENTS

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

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

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

4. SUBMITTALS

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

1.2 EXECUTION

A. CLOSEOUT PROCEDURES

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

END OF SECTION 017700

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 A.RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 CLOSEOUT SUBMITTALS

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

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

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

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

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

G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

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

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Precautions against improper use.
9. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.

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

2.3 PRODUCT MAINTENANCE MANUALS

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

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

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

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

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

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

PART 4 - MATERIAL AND FINISHES MAINTENANCE MANUAL

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

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

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

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

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 CLOSEOUT SUBMITTALS

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

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

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

2.2 RECORD SPECIFICATIONS

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

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

2.3 RECORD PRODUCT DATA

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

2.4 MISCELLANEOUS RECORD SUBMITTALS

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

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

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

END OF SECTION 017839

**SECTION 017900
DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 SUMMARY

1. System Demonstration:

a. General:

- i. The system demonstration is a functional test of systems to determine whether they are substantially complete and operating as specified. Systems are to be tested and confirmed to be operating properly by the contractor prior to the Demonstration.
- ii. Where initial Demonstration Session uncovers substantial deficiencies that require more than one Demonstration Session, Contractor shall reimburse Owner for personnel costs associated with performing subsequent Sessions.

b. Systems to be Tested:

- i. All systems installed and/or provided under the project to have functional testing.

c. Attendance:

- i. The system demonstration is to be provided by trained representatives that are familiar with the systems, and can operate systems as required to test and verify proper function. The Engineer and Owner's representatives will be present to document performance and/or deficiencies. The General Contractor or others may attend if desired.
- ii. Individual testing sessions (modules) shall be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. MSU trades groups and systems typically involved in testing are:
 - (1) Electricians
 - (2) Heating Plant (Hydronic and steam heating systems, controls)
 - (3) Plumbers (Plumbing, gas-fired heating, process piping systems)
 - (4) Refrigeration (Refrigeration, chilled water, packaged cooling systems)

d. Schedule:

- i. Contractor to coordinate time requirements and dates with Owner and Engineer. Begin scheduling with sufficient time prior to desired Substantial Completion date to allow all parties to work into schedule, and for deficiencies to be completed prior to desired Substantial Completion date. Demonstration is to be provided prior to, and separate from, training.

2. Training:

a. General:

- i. The system training is intended to familiarize the Owner's operating and maintenance staff with all systems requiring maintenance. Training is to be provided after the systems are in place and operational, after issues noted during the Demonstration have been resolved, and before final acceptance.

b. Systems Requiring Training:

- i. All systems installed and/or provided under the project are to have training.

c. Attendance:

- i. Training is to be provided by trained representatives that are familiar with the system's operation and maintenance requirements. Individual training sessions (modules) shall be provided for each type or group of systems, separated roughly by trade group that will be performing maintenance on the system. MSU trades groups and systems typically requiring training are:
 - (1) Electricians

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

training sessions. Coordinate required number with the Owner.

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

iii. Provide minimum of 2 copies of following items:

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

b. Training Sessions:

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

END OF SECTION 179000

SECTION 024119 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

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

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

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

1.5 PRE-INSTALLATION MEETINGS

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

1.6 CLOSEOUT SUBMITTALS

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

1.7 FIELD CONDITIONS

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

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

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

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

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

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

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

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

3.2

UTILITY SERVICES AND MECHANICAL/ ELECTRICAL SYSTEMS

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

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

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

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

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

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

3.3 PREPARATION

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

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

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

3.4 SELECTIVE DEMOLITION, GENERAL

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

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

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

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

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

F. Dispose of demolished items and materials promptly.

G. Removed and Salvaged Items:

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

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Section 017419 Waste "Construction Management and Disposal".
- B. Burning: Do not burn demolished materials.

3.6 CLEANING

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

END OF SECTION 024119

SECTION 024119 - **SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes:

1. Demolition and removal of selected portions of exterior or interior of building or structure and site elements.
2. Removal and salvage of existing items for delivery to Owner and removal of existing items for reinstallation.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 017300 "Execution" for cutting and patching procedures.
4. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Pre-Demolition Conference: Conduct conference at project site, Montana State University, Taylor Hall.

1.4 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of selective demolition activities with starting and ending dates for each activity.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

- A. Owner will not 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.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
 - 1. Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is included in Appendix A for review and use. Examine report to become aware of locations where hazardous materials are present.
- E. On-site sale of removed items or materials is not permitted.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

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/ASSP 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 of Existing Conditions: Record existing conditions by use of preconstruction photographs or video. Comply with Section 013233 "Photographic Documentation."
 - 1. Inventory and record the condition of items to be removed for salvage or reinstallation. Photograph or video conditions that might be misconstrued as damage caused by removal.
 - 2. Photograph or video existing conditions of adjoining construction including finish surfaces, that might be misconstrued as damage caused by selective demolition operations or removal of items for salvage or reinstallation.

3.2 PREPARATION

- A. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. 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 and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

- A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If disconnection of utilities and building systems will affect adjacent occupied parts of the building, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to those parts of the building.
 - 4. Demolish and remove existing building systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment and components.

3.4 SALVAGE/REINSTALL

- A. Removed and Salvaged Items:
 - 1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

B. 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.

3.5 SELECTIVE DEMOLITION, GENERAL

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

1. 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. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. 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.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

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

B. Burning: Do not burn demolished materials.

3.7 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 033000 - **CAST-IN-PLACE CONCRETE**

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 cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete Subcontractor.
 - 2. Review all applicable items as needed and concrete protection.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.

- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturer, testing agency.
- B. Welding certificates.
- C. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Curing compounds.
 - 6. Bonding agents.
 - 7. Repair materials.
- D. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- E. Field quality-control reports.
- F. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I.
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301.
 - 2. ACI 117.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.

- c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- 3. Overlaid Finnish birch plywood.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
 - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.
- C. Galvanized Reinforcing Bars: ASTM A 615/A 615M, Grade 60.
- D. Plain-Steel Wire: ASTM A 1064/A 1064M, galvanized.
- E. Deformed-Steel Wire: ASTM A 1064/A 1064M.
- F. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.
- G. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.

2.4 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.5 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 1. Portland Cement: ASTM C 150/C 150M, Type I/II.
 2. Fly Ash: ASTM C 618, Class F or C.
 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
- C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 3S, Class 3M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years.
 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.
- G. Water: ASTM C 94/C 94M and potable.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80, aromatic polyurea with a Type A shore durometer hardness range of 90 to 95 according to ASTM D 2240.
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- D. Vapor Retarder: Sheet Vapor Retarder: ASTM E 1745, Class A, include manufacturer's recommended adhesive or pressure-sensitive tape.
- E. Waterstop: Flexible Rubber Waterstops: CE CRD-C 513, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

2.8 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.

- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.9 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.
 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.10 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings/Piers: Normal-weight concrete.
1. Minimum Compressive Strength: See Plans.
 2. Maximum W/C Ratio: See Plans.
 3. Slump Limit: See Plans.
 4. Air Content: See Plans.

2.11 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.12 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 - 2. Class B, 1/4 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
 - 1. Leave formwork for slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
 - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

- 1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

- 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

- 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.

- 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

- 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

- 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.

- 2. Maintain reinforcement in position on chairs during concrete placement.

3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.7 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.

- c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.
- 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
- 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.10 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
1. Steel reinforcement placement.
 2. Steel reinforcement welding.
 3. Headed bolts and studs.
 4. Verification of use of required design mixture.
 5. Concrete placement, including conveying and depositing.
 6. Curing procedures and maintenance of curing temperature.
 7. Verification of concrete strength before removal of shores and forms from beams and slabs.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; ASTM C 173/C 173M,; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567/C 567M, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
11. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other

requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.

14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 040120.63 - **BRICK MASONRY REPAIR**

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. Repairing brick masonry.
 - 2. Removing abandoned anchors.

1.3 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."
 - 1. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.4 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm .
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of bricks to freezing and thawing.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to brick masonry repair including, but not limited to, the following:
 - a. Verify brick masonry repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.
 - d. Coordination with building occupants.

1.6 SEQUENCING AND SCHEDULING

- A. Order sand and white portland cement for colored mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform brick masonry repair work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove plant growth.
 - 2. Inspect masonry for open mortar joints and point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Remove paint as required.
 - 4. Clean masonry.
 - 5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 - 6. Repair masonry, including replacing existing masonry with new masonry materials.
 - 7. Rake out mortar from joints to be repointed.
 - 8. Point mortar and sealant joints.
 - 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
 - 10. If alternate (window replacement) is accepted, coordinate with window installation.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in bricks according to "Brick Masonry Patching" Article. Patch holes in mortar joints according to Section 040120.64 "Brick Masonry Repointing."

1.7 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include recommendations for product application and use.
 - 3. Include test data substantiating that products comply with requirements.
- B. Samples for Initial Selection: For the following:
 - 1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
 - 2. Sand Types Used for Mortar: Minimum 8 oz of each in plastic screw-top jars.
 - 3. Include similar Samples of accessories involving color selection.
- C. Samples for Verification: For the following:
 - 1. Each type of brick unit to be used for replacing existing units. Include sets of Samples to show the full range of shape, color, and texture to be expected. For each brick type,

provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.

2. Accessories: Each type of accessory and miscellaneous support.

1.8 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For brick masonry repair specialist including field supervisors and workers.
- B. Quality-control program.

1.9 QUALITY ASSURANCE

- A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.
 1. Field Supervision: Brick masonry repair specialist firm shall maintain experienced full-time supervisors on Project site during times that brick masonry repair work is in progress.
 2. Brick Masonry Repair Worker Qualifications: At least ten years of experience in this type of work on historic masonry buildings.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.
- C. Mockups: Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
 1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
 - a. Replacement: Four brick units replaced.
 - b. Patching: Three small holes as directed for each type of brick indicated to be patched.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons and protected against impact and chipping.
- B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- F. Handle bricks to prevent overstressing, chipping, defacement, and other damage.

1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit brick masonry repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repair brick masonry only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair unless otherwise indicated:
 - 1. When air temperature is below 40 deg F, heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F.
 - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain each type of material for repairing brick masonry (brick, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MASONRY MATERIALS

- A. Face Brick: As required to complete brick masonry repair work.
 - 1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork.
 - a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.

2.3 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1 ½ inches into the veneer but with at least a 5/8-inch cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 - 1. Hot-Dip Galvanized, Carbon-Steel Corrugated Metal Ties: Metal strips not less than 7/8 inch wide with corrugations having a wavelength of 0.3 to 0.5 inch and an amplitude of 0.06 to 0.10 inch made from 0.060-inch-thick steel sheet, galvanized after fabrication.

2.4 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S: St. Astier Natural Hydraulic Lime 3.5.
- C. Mortar Sand: ASTM C144.
 - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- D. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Davis Colors; True Tone Mortar Colors
 - b. Lanxess Corporation; Bayferrox Iron Oxide Pigments.
 - c. Soloman Colors, Inc.; SGS Mortar Colors.

E. Aggregate for Mortar: ASTM C 144

1. To match existing mortar.
2. Do not add admixtures to mix, unless otherwise noted.

F. Water: Potable.

2.5 MANUFACTURED REPAIR MATERIALS

A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.

1. Use formulation that is vapor and water permeable (equal to or more than the brick), exhibits low shrinkage, has lower modulus of elasticity than bricks being repaired, and develops high bond strength to all types of masonry.
2. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
3. Formulate patching compound in colors and textures to match each brick being patched. Provide sufficient number of colors to enable matching of the color, texture, and variation of each unit.

2.6 ACCESSORY MATERIALS

A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of bricks, less the required depth of pointing materials unless removed before pointing.

B. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

C. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer according to MPI #23 (surface-tolerant, anticorrosive metal primer).

1. Surface Preparation: Use coating requiring no better than surface preparation according to manufacturer's literature or certified statement.
2. VOC Limit: Use coating with a VOC content of 400 g/L or less.

D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:

1. Previous effectiveness in performing the work involved.
2. Minimal possibility of damaging exposed surfaces.
3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could leave residue on surfaces.

2.7 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
 - 1. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.
 - 2. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to masonry and store during masonry repair. Reinstall at revised location when repairs are complete. Refer to Drawings.
 - 1. Provide temporary rain drainage during work to direct water away from building.

3.2 MASONRY REPAIR, GENERAL

- A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 20 feet away by Architect.

3.3 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items indicated to be removed.

1. Remove items carefully to avoid spalling or cracking masonry.
2. Notify Architect before proceeding if an item cannot be removed without damaging surrounding masonry. Do the following where directed:
 - a. Cut or grind off item approximately 3/4 inch beneath surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
 - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
3. Patch hole where each item was removed unless directed to remove and replace bricks.

3.4 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
 1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Coordinate with new flashing, reinforcement, and lintels, which are specified in other Sections.
- D. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole bricks as possible.
 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
 3. Store brick for reuse. Store off ground, on skids, and protected from weather.
 4. Deliver cleaned brick not required for reuse to Owner unless otherwise indicated.
- F. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.
- G. Replace removed damaged brick with other removed brick in good condition, where possible, or with new brick matching existing brick. Do not use broken units unless they can be cut to usable size.
- H. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
 1. Maintain joint width for replacement units to match existing joints.
 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- I. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both

replacement and surrounding bricks that have ASTM C67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.

1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
2. Rake out mortar used for laying brick before mortar sets according to Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.

J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.

1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

3.5 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.6 FIELD QUALITY CONTROL

- A. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- B. Notify Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

3.7 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, Contractor shall hand excess masonry materials over to MSU facilities.
- B. Masonry Waste: Remove masonry waste and legally dispose of off Owner's property.

END OF SECTION 040120.63

SECTION 040120.64 - **BRICK MASONRY REPOINTING**

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. Repointing joints with mortar.
 - 2. Repointing joints with sealant.

1.3 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."
 - 1. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.4 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm .

1.5 SEQUENCING AND SCHEDULING

- A. Order sand for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform brick masonry repointing work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove plant growth.
 - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 - 4. Repair masonry, including replacing existing masonry with new masonry materials.
 - 5. Rake out mortar from joints to be repointed.
 - 6. Point mortar and sealant joints.
 - 7. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.

- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in bricks according to Section 040120.63 "Brick Masonry Repair." Patch holes in mortar joints according to "Repointing" Article.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include recommendations for product application and use.
 - 3. Include test data substantiating that products comply with requirements.
- B. Samples for Verification: For the following:
 - 1. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
 - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
 - 2. Sealant materials.
 - 3. Accessories: Each type of accessory and miscellaneous support.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For brick masonry repointing specialist including field supervisors and workers.
- B. Quality-control program.

1.8 QUALITY ASSURANCE

- A. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work.
 - 1. Field Supervision: Brick masonry repointing specialist firms shall maintain experienced full-time supervisors on Project site during times that brick masonry repointing work is in progress.
 - 2. te during times that brick masonry repointing work is in progress.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

- C. Mockups: Prepare mockups of brick masonry repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Repointing: Rake out joints in two separate areas, each approximately 24 inches high by 24 inches wide for each type of repointing required, and repoint one of the areas.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
 - 1. When air temperature is below 40 deg F, heat mortar ingredients and existing masonry walls to produce temperatures between 40 and 120 deg F.
 - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Source Limitations: Obtain each type of material for repointing brick masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Sand: ASTM C144.
 - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- D. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C979/C979M. Use only pigments with a record of satisfactory performance in masonry mortar.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Davis Colors; True Tone Mortar Colors.
 - b. Lanxess Corporation; Bayferrox Iron Oxide Pigments.
 - c. Solomon Colors, Inc.; SGS Mortar Colors.
- E. Aggregate for Mortar : ASTM C144
 - 1. To match existing mortar.
 - 2. Do not add admixtures to mix, unless otherwise indicated.
- F. Water: Potable.

2.3 ACCESSORY MATERIALS

- A. Sealant Materials:
 - 1. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 079200 "Joint Sealants."
 - a. Type: Two-part high quality polyurethane sealant; equivalent to NP2 by Sonneborn.

2. Colors: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.

B. Joint-Sealant Backing:

1. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible, joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:

1. Previous effectiveness in performing the work involved.
2. Minimal possibility of damaging exposed surfaces.
3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could leave residue on surfaces.

2.4 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.

C. uired by using specified ingredients. Do not alter specified proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.

D. Do not use admixtures in mortar unless otherwise indicated.

E. Mixes: Mix mortar materials in the following proportions:

1. Pointing Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime. Add mortar pigments to produce mortar colors required.

PART 3 - EXECUTION

3.1 REPOINTING SPECIALIST

- A. Brick Masonry Repointing Specialist Firms: Subject to compliance with requirements, have work performed by masonry specialist with a minimum of ten years' experience working on similar historic projects.

3.2 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 2. Keep wall area wet below pointing work to discourage mortar from adhering.
 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to masonry and store during masonry repointing. Reinstall at revised location when repointing is complete. Refer to drawings for revised location.
 1. Provide temporary rain drainage during work to direct water away from building.

3.3 MASONRY REPOINTING, GENERAL

- A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet away by Architect.

3.4 REPOINTING

- A. Rake out and repoint joints to the following extent:
 1. All joints in areas indicated.
 2. Joints indicated as sealant-filled joints.
 3. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Cracks that can be penetrated 1/4 inch or more by a knife blade 0.027 inch thick.
 - c. Cracks 1/8 inch or more in width and of any depth.
 - d. Hollow-sounding joints when tapped by metal object.
 - e. Eroded surfaces 1/4 inch or more deep.
 - f. Deterioration to point that mortar can be easily removed by hand, without tools.
 - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.

- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
1. Remove mortar from joints to depth of 2-1/2 times joint width but not less than 3/4 inch (20 mm and not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Architect for direction.
 2. Remove mortar from brick and other masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of brick or other masonry units or widen joints. Replace or patch damaged brick or other masonry units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Pointing with Sealant: Comply with Section 079200 "Joint Sealants." and as follows:
1. After raking out, keep joints dry and free of mortar and debris.
 2. Clean and prepare joint surfaces. Prime joint surfaces unless sealant manufacturer recommends against priming. Do not allow primer to spill or migrate onto adjoining surfaces.
 3. Fill sealant joints with specified joint sealant.
 - a. Install cylindrical sealant backing beneath the sealant. Where space is insufficient for cylindrical sealant backing, install bond-breaker tape.
 - b. Install sealant using only proven installation techniques that ensure that sealant is deposited in a uniform, continuous ribbon, without gaps or air pockets, and with complete wetting of the joint bond surfaces equally on both sides. Fill joint flush with surrounding masonry and matching the contour of adjoining mortar joints.
 - c. Install sealant as recommended in writing by sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead:

- 1) Fill joints to a depth equal to joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.
 - d. Tool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant from surfaces adjacent to joint.
 - e. Sanded Joints: Immediately after first tooling, apply ground-mortar aggregate to sealant, gently pushing aggregate into the surface of sealant. Lightly retool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant and aggregate from surfaces adjacent to joint.
 - f. Do not allow sealant to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces, particularly rough textures. Remove excess and spillage of sealant promptly as the work progresses. Clean adjoining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.
 - g. joining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.
- G. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.5 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.6 FIELD QUALITY CONTROL

- A. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- B. Notify Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040120.64

SECTION 040140.62 - **STONE REPOINTING**

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. Repointing joints with mortar.
 - 2. Repointing joints with sealant.

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- B. Rift: The most pronounced direction of splitting or cleavage of a stone.

1.4 SEQUENCING AND SCHEDULING

- A. Order sand for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform stone repointing work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove plant growth.
 - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
 - 4. Repair stonework, including replacing existing stone with new stone.
 - 5. Rake out mortar from joints to be repointed.
 - 6. Point mortar and sealant joints.
 - 7. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in stone according to Section 040140.61 "Stone Repair." Patch holes in mortar joints according to "Repointing" Article.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Include recommendations for product application and use.
3. Include test data substantiating that products comply with requirements.

B. Samples for Initial Selection: For the following:

1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches long by 1/4 inch wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching the existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
2. Sand Type Used for Pointing Mortar: Minimum 8 oz. of each in plastic screw-top jars.
3. Sealant materials.
4. Include similar Samples of accessories involving color selection.

C. Samples for Verification: For the following:

1. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/4 inch wide, set in aluminum or plastic channels.
 - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
2. Sealant materials.
3. Accessories: Each type of anchor, accessory, and miscellaneous support.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For stone repointing specialist including field supervisors and workers.

1.7 QUALITY ASSURANCE

A. Stone Repointing Specialist Qualifications: Engage an experienced stone repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repointing work.

1. Field Supervision: Stone repointing specialist firms shall maintain experienced full-time supervisors on Project site during times that stone repointing work is in progress.

- B. Mockups: Prepare mockups of stone repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Repointing: Rake out joints in two separate areas of 12" high vertical joints for each type of repointing required, and repoint one of the areas.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
 - 1. When air temperature is below 40 deg F, heat mortar ingredients and existing stone to produce temperatures between 40 and 120 deg F.
 - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. Stain Prevention: Immediately remove mortar and soil to prevent them from staining the face of stone masonry.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Source Limitations: Obtain each type of material for stone repointing (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S: ST. Astier Natural Hydraulic Lime 2.0.
- C. Mortar Sand: ASTM C144.
 - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- D. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Davis Colors; True Mortar Colors.
 - b. Lanxess Corporation; Bayferrox Iron Oxide Pigments.
 - c. Solomon Colors Inc.; SGS Mortar Colors.
- E. Aggregate for Mortar : ASTM C 144.
- F. Water: Potable.

2.3 ACCESSORY MATERIALS

- A. Sealant Materials:
 - 1. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 079200 "Joint Sealants."
 - a. Type: NP2 two-part polyurethane sealant.
 - 1) Sonneborn
 - 2) Sikaflex
 - 3) Tremco

2. Colors: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.

B. Joint-Sealant Backing:

1. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible, joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:

1. Previous effectiveness in performing the work involved.
2. Minimal possibility of damaging exposed surfaces.
3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could leave residue on surfaces.

2.4 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mixes: Mix mortar materials in the following proportions:

1. Pointing Mortar by Volume: ASTM C270, Proportion Specification, 1 part portland cement, 1 part lime, and 6 parts sand.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below pointing work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed stone and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to stone and store during stone repointing. Reinstall at revised location when repointing is complete. Refer to drawings for re-location.
 - 1. Provide temporary rain drainage during work to direct water away from building.

3.2 STONE REPOINTING, GENERAL

- A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet away by Architect.

3.3 REPOINTING

- A. Rake out and repoint joints to the following extent:
 - 1. All joints in areas indicated.
 - 2. Joints indicated as sealant-filled joints.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 - 1. Remove mortar from joints to depth of 2-1/2 times joint width, but not less than 3/4 inch and not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Architect for direction.
 - 2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 - 3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
 - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is

formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.

3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

F. Pointing with Sealant: Comply with Section 079200 "Joint Sealants" and as follows:

1. After raking out, keep joints dry and free of mortar and debris.
2. Clean and prepare joint surfaces. Prime joint surfaces unless sealant manufacturer recommends against priming. Do not allow primer to spill or migrate onto adjoining surfaces.
3. Fill sealant joints with specified joint sealant.
 - a. Install cylindrical sealant backing beneath the sealant. Where space is insufficient for cylindrical sealant backing, install bond-breaker tape.
 - b. Install sealant using only proven installation techniques that ensure that sealant is deposited in a uniform, continuous ribbon, without gaps or air pockets, and with complete wetting of the joint bond surfaces equally on both sides. Fill joint flush with surrounding stonework and matching the contour of adjoining mortar joints.
 - c. Install sealant as recommended in writing by sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead:
 - 1) Fill joints to a depth equal to joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.
 - d. Tool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant from surfaces adjacent to joint.
 - e. Do not allow sealant to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces, particularly rough textures. Remove excess and spillage of sealant promptly as the work progresses. Clean adjoining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.

G. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.

1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonstone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.5 FIELD QUALITY CONTROL

- A. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- B. Notify Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040140.62

SECTION 051200 - **STRUCTURAL STEEL FRAMING**

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. Structural steel.
 - 2. Grout.

1.3 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.
- C. Demand Critical Welds: Those welds, the failure of which would result in significant degradation of the strength and stiffness of the Seismic-Load-Resisting System and which are indicated as "Demand Critical" or "Seismic Critical" on Drawings.

1.4 COORDINATION

- A. Coordinate steel powder coating requirements with manufacturer.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 2. Include embedment Drawings.
 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.
 5. Identify members and connections of the Seismic-Load-Resisting System.
 6. Indicate locations and dimensions of protected zones.
 7. Identify demand critical welds.
- C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint whether prequalified or qualified by testing, including the following:
1. Power source (constant current or constant voltage).
 2. Electrode manufacturer and trade name, for demand critical welds.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, fabricator, shop-painting applicators, professional engineer, testing agency.
- B. Welding certificates.
- C. Steel Powder Coating Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural steel, including chemical and physical properties.
- E. Product Test Reports: For the following:
 1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 2. Direct-tension indicators.
 3. Tension-control, high-strength, bolt-nut-washer assemblies.
 4. Nonshrink grout.
- F. Survey of existing conditions.
- G. Source quality-control reports.
- H. Field quality-control and special inspection reports.

1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD, or is accredited by the IAS Fabricator Inspection Program for Structural Steel (AC 172).
- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category ACSE.

- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8/D1.8M. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 341 and AISC 341s1.
 - 3. AISC 360.
 - 4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992/A 992M.
- B. Channels, Angles, S-Shapes: ASTM A 36/A 36M.
- C. Plate and Bar: ASTM A 36/A 36M.
- D. Corrosion-Resisting Structural-Steel Shapes, Plates, and Bars: ASTM A 588/A 588M, Grade 50.
- E. Cold-Formed Hollow Structural Sections: ASTM A 500/A 500M, Grade B, structural tubing.
- F. Corrosion-Resisting, Cold-Formed Hollow Structural Sections: ASTM A 847/A 847M, structural tubing.
- G. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
 - 1. Direct-Tension Indicators: ASTM F 959, Type 325, compressible-washer type with plain finish.
- B. Headed Anchor Rods: ASTM F 1554, Grade 55, weldable, straight.
 - 1. Nuts: ASTM A 563 heavy-hex carbon steel.
 - 2. Plate Washers: ASTM A 36/A 36M carbon steel.
 - 3. Washers: ASTM F 436, Type 1, hardened carbon steel.
 - 4. Finish: Plain.
- C. Threaded Rods: ASTM A 36/A 36M.
 - 1. Nuts: ASTM A 563 heavy-hex carbon steel.
 - 2. Washers: ASTM F 436, Type 1, hardened, ASTM A 36/A 36M carbon steel.
 - 3. Finish: Plain.

2.3 GROUT

- A. Metallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, metallic aggregate grout, mixed with water to consistency suitable for application and a 30-minute working time.
- B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.4 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.
 - 1. Camber structural-steel members where indicated.
 - 2. Fabricate beams with rolling camber up.
 - 3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
 - 4. Mark and match-mark materials for field assembly.
 - 5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.

- C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 3, "Power Tool Cleaning."
- F. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 - 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.5 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Slip critical.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.6 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
 - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Bolted Connections: Inspect and test shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - 1. Liquid Penetrant Inspection: ASTM E 165.
 - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - 3. Ultrasonic Inspection: ASTM E 164.
 - 4. Radiographic Inspection: ASTM E 94.
- D. In addition to visual inspection, test and inspect shop-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:

1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.
- E. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Baseplates Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
1. Set plates for structural members on wedges, shims, or setting nuts as required.
 2. Weld plate washers to top of baseplate.
 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

- C. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Slip critical.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Verify structural-steel materials and inspect steel frame joint details.
 - 2. Verify weld materials and inspect welds.
 - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- C. Bolted Connections: Inspect and test bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.

1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.

END OF SECTION 051200

SECTION 07 41 13.16 - STANDING-SEAM METAL ROOF PANELS

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 standing-seam metal roof panels.
- B. Related Sections:
 - 1. Section 077253 "Snow Guards" for prefabricated devices designed to hold snow on the roof surface, allowing it to melt and drain off slowly.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.
 - 4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
 - 5. Review flashings, special details, drainage, penetrations, equipment curbs, and condition of other construction that affect metal panels.
 - 6. Review temporary protection requirements for metal panel systems during and after installation.
 - 7. Review procedures for repair of metal panels damaged after installation.
 - 8. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.

C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- B. Field quality-control reports.
- C. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panels to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.

1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.10 COORDINATION

- A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.
- B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

- 1. Failures include, but are not limited to, the following:

- a. Structural failures including rupturing, cracking, or puncturing.
 - b. Deterioration of metals and other materials beyond normal weathering.

- 2. Warranty Period: Two years from date of Substantial Completion.

- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

- 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

- 2. Finish Warranty Period: 20 years from date of Substantial Completion.

- C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.

- 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Energy Performance: Provide roof panels that are listed on the EPA/DOE's ENERGY STAR "Roof Product List" for low and steep-slope roof products.
- B. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
 - 1. Uplift Rating: UL 90.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.
 - 1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
- B. Vertical-Rib, Seamed-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and stiffening ribs symmetrically spaced a striated flat pan between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and mechanically seaming panels together.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide **ProTech Steel; "2" Mechanical Lock", 12" Vertical Rib Spacing with Striations** or a comparable product by one of the following:
 - a. ATAS International, Inc.
 - b. Berridge Manufacturing Company.
 - c. Firestone Building Products.
 - d. PAC-CLAD; Peterson Aluminum Corporation.
 - 2. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Nominal Thickness: 24 gauge min.
 - b. Exterior Finish: Three-coat fluoropolymer.
 - c. Color: As selected by Architect from manufacturer's full range.

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
1. Thermal Stability: Stable after testing at 240 deg F; ASTM D 1970.
 2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.
 3. Basis-of-Design Product: Subject to compliance with requirements, provide **GCP Applied Technologies Inc.; Grace Ice and Water Shield High Temp.** or a comparable product by one of the following:
 - a. Henry Company.
 - b. Carlisle WIP Products; a brand of Carlisle Construction Materials.

2.4 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- C. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- D. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
 2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.5 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
 - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 3. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

2.6 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Steel Panels and Accessories:

1. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
 1. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.
 - a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below and on Drawings, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Extend underlayment into gutter trough. Roll laps with roller. Cover underlayment within 14 days.
 1. Apply over the entire roof surface.
- B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

3.3 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 1. Shim or otherwise plumb substrates receiving metal panels.

2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
 3. Install screw fasteners in predrilled holes.
 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 5. Install flashing and trim as metal panel work proceeds.
 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.
- B. Fasteners:
1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
 2. Aluminum Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.
 3. Copper Panels: Use copper, stainless-steel, or hardware-bronze fasteners.
 4. Stainless-Steel Panels: Use stainless-steel fasteners.
- C. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions.
- D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- E. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.
1. Install clips to supports with self-tapping fasteners.
 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 3. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
 4. Watertight Installation:
 - a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
 - b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
 - c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.
- F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.

- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.4 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.
- B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.
- C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.
- D. Prepare test and inspection reports.

3.6 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 41 13.16

SECTION 07 42 93 - SOFFIT PANELS

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 metal soffit panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each product, tests performed by a qualified testing agency.
- B. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panels to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.

1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.9 COORDINATION

- A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of walls, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including rupturing, cracking, or puncturing.
 - b. Deterioration of metals and other materials beyond normal weathering.
 - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
 - 1. Wind Loads: As indicated on Drawings.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METAL SOFFIT PANELS

- A. General: Provide metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Reveal-Joint-Profile Metal Soffit Panels : Perforated panels formed with vertical panel edges and with recessed reveal joint between panels.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide **PAC-CLAD; Petersen; a Carlisle company ; PAC-750 Soffit** (Non-Vented) or a comparable product by one of the following:
 - a. Approved equal.
 - 2. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Nominal Thickness: 0.032 inch.
 - b. Exterior Finish: Two-coat fluoropolymer.
 - c. Color: As selected by Architect from manufacturer's full range.

2.3 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

- B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Finish flashing and trim with same finish system as adjacent metal panels.
- C. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- D. Panel Sealants: Provide sealant types recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.

2.4 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
 - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 3. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal soffit panel manufacturer for application but not less than thickness of metal being secured.

2.5 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Steel Panels and Accessories:
 - 1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
 - 1. Examine framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal panel manufacturer.
 - 2. Examine sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal panel manufacturer.
 - a. Verify that air- or water-resistive barriers been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Shim or otherwise plumb substrates receiving metal panels.
 - 2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
 - 3. Install screw fasteners in predrilled holes.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Install flashing and trim as metal panel work proceeds.
 - 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 - 7. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.
- B. Fasteners:
 - 1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
 - 1. Apply panels and associated items true to line for neat and weathertight enclosure.
 - 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
 - 3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
 - 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
- E. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete metal panel system including trim, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- F. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.

1. Install exposed flashing and trim that is without buckling, and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to achieve waterproof performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 42 93

SECTION 07 72 53 - SNOW GUARDS

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. Rail-type, seam-mounted snow guards.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.
 - 1. Include details of rail-type snow guards.
- C. Samples:
 - 1. Rail-Type Snow Guards: Bracket, 12-inch- long rail, and installation hardware.
 - a. For units with factory-applied finishes, submit manufacturer's standard color selections to match Standing-Seam Metal Roof Panels,
- D. Delegated-Design Submittal: For snow guards, include analysis reports signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Include calculation of number and location of snow guards.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer's experience with providing delegated design engineering services of the kind indicated, including documentation that the engineer is licensed in the jurisdiction in which the Project is located.
- B. Product Test Reports: For each type of snow guard, for tests performed by a qualified testing agency, indicating load at failure of attachment to roof system identical to roof system used on this Project.

1.5 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit adhesive-mounted snow guards to be installed, and adhesive cured, according to adhesive manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design snow guards, including attachment to roofing material and roof deck, as applicable for attachment method, based on the following:
 - 1. Roof snow load.
 - 2. Snow drifting
 - 3. Roof slope.
 - 4. Roof type.
 - 5. Roof dimensions.
 - 6. Roofing substrate type and thickness.
 - 7. Snow guard type.
 - 8. Snow guard fastening method and strength.
 - 9. Snow guard spacing.
 - 10. Coefficient of Friction Between Snow and Roof Surface: 0.
 - 11. Factor of Safety: 3.
- B. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces
- C. Structural Performance: Snow guards shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated.
 - 1. Snow Loads: As indicated on Drawings.

2.2 RAIL-TYPE SNOW GUARDS

- A. Rail-Type, Seam-Mounted Snow Guards:
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide **PAC-CLAD; Petersen Aluminum Corporation; a Carlisle company; ColorGard Snow Retention System** or a comparable product by one of the following:
 - a. Approved equal, compatible with Standing Seam Metal Roofing Panels.
 - 2. Description: Snow guard rails fabricated from metal pipes, bars, or extrusions, anchored to brackets and equipped with one rail with integral track to accept color-matching inserts of material and finish used for metal roof.
 - 3. Seam clamps: ASTM B221 aluminum extrusion or ASTM B85/B85M aluminum casting with stainless steel set screws incorporating round nonpenetrating point; designed for use with applicable roofing system to which clamp is attached.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, snow guard attachment, and other conditions affecting performance of the Work.
 - 1. 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.

3.2 PREPARATION

- A. Clean and prepare substrates for bonding snow guards.
- B. Prime substrates according to snow guard manufacturer's written instructions.

3.3 INSTALLATION

- A. Install snow guards according to manufacturer's written instructions.
 - 1. Space rows as recommended by manufacturer.
- B. Attachment for Standing-Seam Metal Roofing:
 - 1. Do not use fasteners that will penetrate metal roofing or fastening methods that void metal roofing finish warranty.
 - 2. Rail-Type, Seam-Mounted Snow Guards:
 - a. Install brackets to vertical ribs in straight rows.
 - b. Secure with stainless steel set screws, incorporating round nonpenetrating point, on same side of standing seam.
 - c. Torque set screw according to manufacturer's instructions.
 - d. Install cross members to brackets.

END OF SECTION 07 72 53

SECTION 08 14 23 – ALUMINUM AND WOOD COMPOSITE SWING-OUT DOORS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Ultimate Commercial Door and Frame, complete with hardware, glazing, weather strip, simulated divided lite, stationary sidelite, stationary transom, jamb extension, and standard or specified anchors, trim, and attachments.

1.2 SYSTEM DESCRIPTION

- A. Design and Performance Requirement. Design Pressure applies to individual units and may vary with unit size. (2 1/4" Door only)
 - 1. Units shall be designed to comply with ASTM E330 for structural performance. SHED DP +40/-40 psf (with removable mullion rim device & vertical locking rods) and SHED DP +25/-25 psf (with removable mullion and rim device)

1.3 SUBMITTALS

- A. Shop Drawings: Include plans, elevations, sections, hardware, accessories, operational clearances and details of installation, including anchor, flashing and sealant installation.
- B. Product Data: For each type of product.
- A. Samples: For each exposed product and for each color specified.

1.4 QUALITY ASSURANCE

- A. Requirements: consult local code for IBC [International Building Code] and IRC [International Residential Code] adoption year and pertinent revisions

1.5 DELIVERY

- A. Store door panels flat on a level surface in a clean and dry storage area above ground to protect from the weather under the provision of Section 01660
- B. Condition doors to local average humidity before hanging

1.6 WARRANTY

- A. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from (10) years from the original date of purchase.
- B. Standard exterior aluminum cladding finish is warranted against manufacturing defects resulting in chalk, fade, and loss of adhesion (peel) per the American Manufacture's Association's (AAMA) Specification 2605-11 Section 8.4 and 8.9 for twenty (20) years from the original date of purchase.
- C. Factory applied interior finish is warranted to be free from the Finish Defects for a period of five (5) years from the original date of purchase.
- D. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

PART 2 PRODUCTS

2.1 MANUFACTURED UNITS

- B. Aluminum-Clad Wood Doors:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide Marvin "**Ultimate Commercial Door with Historical Casing**" (and related stationary units as manufactured by Marvin, Warroad, Minnesota.
 - 1. Marvin Window & Door Contact:

<p>Maddi Gooden, Minot Builders Supply 4155 North Park Trail, Great Falls, MT 59405 Office Phone: 406-761-7530 Cell Phone: 406-239-5817</p>
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2.2 RAME DESCRIPTION

- A. Finger-Jointed, edge-glued Pine core with non-finger-jointed Pine veneer; finger-jointed, edge-glued White Oak core with non-finger-jointed White Oak veneer; finger-jointed, edge-glued Cherry core with non-finger-jointed Cherry veneer; finger-jointed, edge-glued Mahogany core with non-finger-jointed Mahogany veneer; finger-jointed, edge-glued Vertical Grain Douglas Fir core with non-finger-jointed Vertical Grain Douglas Fir veneer, edge-glued Mixed Grain Douglas Fir veneer with non-finger-jointed Mixed Grain Douglas Fir
 - 1. Kiln dried to moisture content no greater than twelve (12) percent at the time of fabrication
 - 2. Water repellent, preservative-treated in accordance with WDMA I.S.4.
- B. Frame width: 4 9/16" (116mm)
- C. Frame thickness: 1 1/16" (27mm)
- D. Exterior extruded aluminum clad 0.050" (1.3mm) thick
- E. Sill Options:
 - 1. Standard factory installed thermal barrier saddle low profile .500" (13mm) by 7.125" (181mm) sill. Optional thermal barrier saddle low profile .250" (6mm) by 7.125" (181mm) sill. Offset saddle low profile 0.500" (13mm) by 7.00" (178mm) sill with 0.250" (6mm) offset.
 - 2. Optional factory-installed thermal barrier saddle low profile 0.500" (13mm) by 8.125" (210mm). Optional thermal barrier saddle low profile 0.250" (6mm) by 8.125" (210mm) sill.
 - 3. Optional factory-installed thermal barrier saddle low profile 0.500" (13mm) by 9.125" (235mm). Optional thermal barrier saddle low profile 0.250" (6mm) by 9.125" (235mm) sill.
 - 4. Optional No Sill – sill supplied and applied by others. Jambs extended 7/8" (22mm) beyond panel bottom

2.3 PANEL DESCRIPTION

- A. 1 3/4" Doors: Stiles contain laminated veneer lumber (LVL) core with non-finger-jointed Pine, White Oak, Cherry, Mahogany, Mixed Grain Douglas Fir. Solid wood top, bottom, and intermediate rails.
 - 1. Kiln dried to moisture content no greater than twelve (12) percent at the time of fabrication.
 - 2. Water repellent, preservative-treated in accordance with WDMA I.S.4.
- B. 2 1/4" Doors: Stiles and top rail contain laminated veneer lumber (LVL) core with non-finger-jointed Pine, White Oak, Cherry, Mahogany, Mixed Grain Douglas Fir. Solid wood bottom and intermediate rails.
- C. Composite panel thickness: 1 3/4" (44mm); 2 1/4" (57mm)
- D. Exterior extruded aluminum clad 0.055" (1.4mm) thick

- E. Top rail width: 1 ¾" panel: 6" (152mm) or 2 ¼" panel: 8 1/8" (206mm)
- F. Stile width: 6" (152mm)
- G. Bottom rail height: 11 3/8" (289mm)
- H. Panel corners glued and fastened with 5/8" x 4" (16mm x 102mm) fluted hardwood dowels. Removable interior vinyl glazing stops with non-finger-jointed wood covers. 1 ¾" panel: no visible fastener holes; 2 ¼" panel: visible nail fastener on glazing stop.

2.4 GLAZING

- D. Insulating-Glass Units: ASTM E2190.
 - 1. Glass: ASTM C1036, Type 1, Class 1, q3.
 - a. Tint: Clear.
 - b. Kind: Fully tempered where indicated on Drawings.
 - 2. Lites: Two
 - 3. Filling: Fill space between glass lites with argon.
 - 4. Low-E Coating: Pyrolytic on second surface.

2.5 FINISH

- A. Exterior: Aluminum clad. Fluoropolymer modified acrylic topcoat over a primer. Meets AAMA 2605 requirements.
 - 1. Standard Colors: As selected by Architect from manufacturer's full range.
 - 2. Custom Colors – contact your Marvin representative
- B. Interior Finish Options:
 - 1. Prime: Factory-applied water-borne acrylic primer. WDMA TM-11 requirements.
 - 2. Painted Interior Finish. Factory-applied water-borne acrylic enamel. Available on Pine product only. Available in White or Designer Black. Meets WDMA TM-14 requirements.
 - 3. Factory-applied waterborne acrylic enamel clear coat. Applied in two separate coats with light sanding between coats. Available on Pine, Mahogany, Mixed Grain Douglas Fir, Vertical Grain Douglas Fir, Cherry, White Oak. Meets WDMA TM-14 requirements.

2.6 HARDWARE

- A. Hinges: 4 ½" x 4 ½" square corner ball bearing hinges.
 - 1. Finish: As selected by Architect from manufacturer's full-range.
- B. Locking System:
 - 1. Commercial Hardware Package: closer, rim device, mortise lock, removable mullion, and kick plate.
- C. Optional hardware Routs and Preps.
 - 1. Von Duprin Push pad Rim Devices and Trim Sets
 - 2. Von Duprin Cross Bar Device and Trim Sets
 - 3. Von Duprin 5547 Concealed Vertical Rod Exit Device (available with 2 ¼" panels only)
 - 4. Schlage L Mortise Lock and Trim Sets
 - 5. Schlage ND Cylindrical locks
 - 6. Sargent 8200 Mortise Lock
 - 7. Alarm Lock

2.7 WEATHER STRIP

- A. Head jamb and hinge jamb: bulb type weather strip.

1. Color: Beige or optional black
- B. Locking jamb: Gray pile weather strip
- C. Surface-mounted aluminum panel drip mounted at the bottom of the panel (shipped loose for field application)
 1. Standard colors: Matches panel finish with matching screws
 2. Custom colors: Matches panel finish with stainless steel screws

2.8 JAMB EXTENSION

- A. Factory installed (loose) for wall thickness indicated or required.
- B. Finish: Match interior frame wood species and finish.

2.9 RAISED OR FLAT PANELS

- A. Stamped Raised Panel
 1. 6" (152mm) intermediate rail constructed of 0.080" aluminum to the exterior with foam backing. Available in all aluminum clad colors. Aluminum clad colors meet AAMA 2605 requirements.
 2. Core is medium density fiberboard (MDF) with non-finger-jointed wood laminate to the interior.
- B. Flat Panel
 1. 6" (152mm) intermediate rail constructed of 0.125" aluminum to the exterior with foam backing. Available in all aluminum clad colors. Aluminum clad colors meet AAMA 2605 requirements.
 2. Core is medium density fiberboard (MDF) with non-finger-jointed wood laminated to the interior.
- C. Two placement option
 1. Low Placement: 26" (660mm) on center (OC) of 6" (152mm) intermediate rail from bottom sill for a 10 13/16" (275mm) visible panel height.
 2. High Placement: 40 5/16" (1024mm) on center (OC) of 6" (152mm) intermediate rail from bottom sill for a 25 1/8" (638mm) visible panel height.

2.10 SIMULATED DIVIDED LITES (SDL)

- A. 5/8" (16mm), 7/8" (22mm), 1 15/16" (49mm), 2 13/32" (61mm) – with or w/out internal spacer bar.

1. Exterior muntins: Extruded aluminum 0.055" (1.4mm) thick. Color-matched panel aluminum cladding color.
2. Interior muntins: Wood and finish interior of door
3. Pattern: Rectangular. Custom lite layout
4. Interior muntins: Wood and finish interior of door
5. Standard interior glazing profile: Ogee
6. Optional interior glazing profile: Square

2.11 GRILLES-BETWEEN-THE-GLASS (GBG)

- A. 23/32" (18mm) contoured aluminum bar
 - 1. Exterior colors: matches panel aluminum clad color. The exterior GBG color is designed to best match the Marvin aluminum clad colors when used with Low E2 glass. The use of different types of glazing may alter the exterior GBG color appearance.
 - 2. Interior colors: White is the default color. Optional colors: Bronze, Pebble Gray, Sierra White, Ebony (only available with Ebony exterior).
 - 3. Pattern: Rectangular: Custom lite layout
- B. Optional flat aluminum spacer bar; contact your Marvin representative.

2.12 ACCESSORIES AND TRIM

- A. Installation and hardware Accessories:
 - 1. Factory installed vinyl nailing fin/drip cap
 - 2. Installation brackets: 6 3/8" (162mm); 9 3/8" (238mm); 15 3/8" (390mm)
 - 3. Masonry brackets: 6" (152mm); 10" (254mm)
- B. Aluminum Extrusions:
 - 1. Profile: Brick Mould Casing; Flat Casing; Mullion Cover; Custom Profiles as indicated on drawings
 - 2. Finish: Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements. Available in all aluminum clad colors. Contact your Marvin representative for custom colors.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of Condition: Before installation, verify openings are plumb, square, and of proper dimensions, as required in Section 01 71 00. Report frame defects or unsuitable conditions to the General contractor before proceeding.
- B. Acceptance of Condition: Beginning on installation confirms acceptance of existing conditions.

3.2 INSTALLATION

- A. Comply with Section 01 73 19.

- B. Assemble and install window/door unit(s) according to manufacturer's instruction and review shop drawing.
- C. Install sealant and related backing materials at the perimeter of the unit or assembly in accordance with Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.
- D. Install accessory items as required.
- E. Use finish nails to apply wood trim and mouldings.

3.3 FIELD QUALITY CONTROL

- A. Remove visible labels and adhesive residue according to the manufacturer's instructions.

3.4 CLEANING

- A. Remove visible labels and adhesive residue according to the manufacturer's instructions.
- B. Leave windows and glass in a clean condition—final cleaning as required in CSI MasterFormat Section 01 74 00.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Comply with CSI MasterFormat Section 01 76 00.
- B. Protecting windows from damage by chemicals, solvents, paint, or other construction operations that may cause damage.

END OF SECTION 08 14 23

SECTION 085200 - WOOD WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aluminum-clad wood windows.
 - a. Ultimate Double Hung G2, Single Hung, Transom, Picture window complete with hardware, glazing, certified mulls, weather strip, insect screen, grilles-between-the-glass, simulated divided lite, jamb extension, combination storm/screen, and standard or specified anchors, trim, attachments, factory-applied historic casing(s) and accessories.
 - a) Ultimate Double Hung G2 Bay, Bow window complete with hardware, glazing, weather strip, insect screen, grilles-between-the-glass, simulated divided lite, jamb extension, combination storm/screen, head/seat board, and standard or specified anchors, trim attachments, and accessories

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at project site, Taylor Hall at Montana State University.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples: For each exposed product and for each color specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.

1.5 QUALITY ASSURANCE

- A. Requirements: consult local code for IBC [International Building Code] adoption year and pertinent revisions for information on:

1. Egress, emergency escape and rescue requirements
2. Basement window requirements
3. Windows fall prevention and/or window opening control device requirements

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace wood windows that fail in materials or workmanship within specified warranty period.

1. Warranty Period:

- a. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from ten (10) years from the original date of purchase.
- b. Standard exterior aluminum cladding finish is warranted against manufacturing defects resulting in chalk, fade and loss of adhesion (peel) per the American Architectural Manufacturer's Association (AAMA) Specification 2605-11 Section 8.4 and 8.9 for twenty (20) years from the original date of purchase.
- c. Factory-applied interior finish is warranted to be free from finish defects for a period of five (5) years from the original date of purchase.
- d. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

PART 2 - PRODUCTS

2.1 WINDOW PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
1. Window Certification: WDMA certified with label attached to each window.
- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
1. Minimum Performance Class: CW
 2. Minimum Performance Grade: As indicated on Drawings
- C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.30 Btu/sq. ft. x h x deg F (1.71 W/sq. m x K)
- D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.

2.2 WOOD WINDOWS

- A. Aluminum-Clad Wood Windows:
- B. **Basis-of-Design Product:** Subject to compliance with requirements, provide **Marvin "Ultimate Double Hung G2 with Historical Casing"** (and related stationary units as manufactured by Marvin, Warroad, Minnesota).
1. Marvin Window Contact:
- Maddi Gooden, Minot Builders Supply**
4155 North Park Trail, Great Falls, MT 59405
Office Phone: 406-761-7530
Cell Phone: 406-239-5817
- C. Operating Types: As indicated on Drawings.
- D. Frames: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/I.S.2/A440; kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch (0.8 mm) deep by 2 inches (51 mm) wide; water-repellent preservative treated in accordance with ANSI/WDMA I.S.4.
1. Exterior Finish: Aluminum Clad with 0.050" (1.3mm) thick extruded aluminum.
- a. Factory Applied Historic Profile Extrusion
 - b. Frame Thickness: 1 1/16" (17mm) head and jambs
 - c. Frame Depth: Frame depth had an overall 5-21/32" jamb (144mm). Jamb depth from the nailing fin plane to the interior face of the frame for new construction: 4 9/16"
 - d. Sill Assembly including Sill Liner: 2 7/32" (56mm)
 - e. Aluminum Finish: Manufacturer's standard fluoropolymer two-coat system with fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight and complying with AAMA 2605.
 - f. Color: As selected by Architect from manufacturer's full range.
2. Interior Finish: Manufacturer's standard factory-prime coat.
- E. Sashes: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/A440 Kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stains, knots, pitch pockets, and surface checks larger than 1/32 inch (0.8 mm) deep by 2 inches (51mm) wide; water-repellent preservative treated in accordance with ANSI/WDMA I.S.4.
- 1. Exterior Finish: Aluminum Clad with 0.050" (1.3 mm) thick extruded aluminum.
 - 2. Sash Thickness: 1 3/4" (44mm)
 - 3. Operable sash tilt to interior for cleaning and/or removal.
 - 4. Exterior Cope Profile: Putty
 - 5. Equal Sash
 - 6. Interior Sash Sticking: Standard (Ogee)
- F. Glazing: Select quality complying with ASTM C1036. Insulating glass SIGMA/IGCC certified to performance level CBA when tested in accordance with ASTM E2190.

1. Kind: Fully tempered where indicated on Drawings.
- G. Insulating-Glass Units: ASTM E2190.
1. Glass: ASTM C1036, Type 1, Class 1, q3.
 - a. Tint: Clear.
 - b. Kind: Fully tempered where indicated on Drawings.
 2. Lites: Two
 3. Filling: Fill space between glass lites with argon.
 4. Low-E Coating: Pyrolytic on second surface.
- H. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- I. Hardware, General: Provide manufacturer's standard corrosion-resistant hardware sized to accommodate sash weight and dimensions.
1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
- J. Projected Window Hardware:
1. Gear-Type Rotary Operators: Complying with AAMA 901 when tested according to ASTM E405, Method A. Provide operators that function without requiring the removal of interior screens or using screen wickets.
 - a. Type and Style: As selected by Architect from manufacturer's full range of types and styles.
 2. Hinges: Manufacturer's standard type for sash weight and size indicated.
 3. Single-Handle Locking System: Operates positive-acting arms that pull sash into locked position. Provide one arm on sashes up to 29 inches (735 mm) tall and two arms on taller sashes.
 4. Limit Devices: Limit clear opening to 4 inches (100 mm) for ventilation; with custodial key release.
- K. Hung Window Hardware:
1. Counterbalancing Mechanism: AAMA 902.
 2. Locks and Latches: Operated from the inside only.
 3. Tilt Hardware: Releasing tilt latch allows sash to pivot about horizontal axis.
- L. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- M. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.3 ACCESSORIES

- A. Dividers (False Muntins): Provide divider grilles in designs indicated for each sash lite.
 - 1. Quantity and Type: As indicated on Drawings.
 - 2. Material: Manufacturer's standard.
 - 3. Pattern: As indicated on Drawings.
 - 4. Profile: As selected by Architect from manufacturer's full range.
 - 5. Color: As selected by Architect from manufacturer's full range.

2.4 INSECT SCREENS

- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
 - 1. Type and Location: Full, inside for project-out; Full, outside for double-hung sashes.
- B. Aluminum Frames: Complying with SMA 1004 or SMA 1201.
 - 1. Finish for Interior Screens: Baked-on organic coating in color selected by Architect from manufacturer's full range.
 - 2. Finish for Exterior Screens: Baked-on organic coating in color selected by Architect from manufacturer's full range.
- C. Glass-Fiber Mesh Fabric: 18-by-14 (1.1-by-1.4-mm) mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D3656/D3656M.
 - 1. Mesh Color: Manufacturer's standard.

2.5 FABRICATION

- A. Fabricate wood windows in sizes indicated. Include a complete system for installing and anchoring windows.
- B. Glaze wood windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.
- E. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.
- F. nly as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.
- B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- D. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.
- E. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 085200

SECTION 099114 - EXTERIOR PAINTING (MPI STANDARDS)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Surface preparation and application of paint systems on the following exterior substrates:
 - a. Wood.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Samples: For each type of topcoat product.

C. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in the Exterior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.3 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Benjamin Moore & Co.
2. PPG Paints.
3. Sherwin-Williams Company (The).

B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Exterior Painting Schedule for the paint category indicated.

2.2 PAINT PRODUCTS

- A. MPI Standards: Provide products complying with MPI standards indicated and listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" and "MPI Maintenance Repainting Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

3.3 INSTALLATION

- A. Apply paints in accordance with manufacturer's written instructions and recommendations in "MPI Manual" and "MPI Maintenance Repainting Manual".
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Wood trim, Architectural woodwork, and Wood board siding.
 - 1. Latex over Latex Primer System MPI EXT 6.3L:
 - a. Prime Coat: Primer, latex for exterior wood, MPI #6.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Low-Sheen Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.
- B. Wood Substrates: Wood shingles and shakes (excluding roofs).
 - 1. Latex over Latex Primer System MPI EXT 6.6E:
 - a. Prime Coat: Primer, latex for exterior wood, MPI #6.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Low-Sheen Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

END OF SECTION 099114

SECTION 099600 - HIGH-PERFORMANCE COATINGS

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 surface preparation and the application of high-performance coating systems on the following substrates:
 - 1. Exterior Substrates:
 - a. Steel.

1.3 DEFINITIONS

- A. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- B. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- C. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 2. Indicate VOC content.
 - 3. Samples for Initial Selection: For each type of topcoat product indicated.
- B. Product List: Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Coatings: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each coating system.
 - a. Other Items: Architect will designate items or areas required.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior coatings in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to;
 - 1. Sherwin-Williams

2.2 HIGH-PERFORMANCE COATINGS, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
 3. Products shall be of same manufacturer for each coat in a coating system.
- C. Colors: As selected by Architect from manufacturer's full range.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:
1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.
 4. ompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer. but not less than the following:
 - 1. SSPC-SP 6/NACE No. 3.
 - 2. SSPC-SP 10/NACE No. 2.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
 - 1. Use applicators and techniques suited for coating and substrate indicated.
 - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
 - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.6 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Steel Substrates:
 - 1. Pigmented Polyurethane over High-Build Epoxy System MPI EXT 5.1J:
 - a. Prime Coat: Primer, epoxy, anti-corrosive, for metal, MPI #101.
 - b. Intermediate Coat: Epoxy, high build, low gloss, MPI #108.
 - c. Topcoat: Polyurethane, two component, pigmented, gloss (MPI Gloss Level 6), MPI #72.
 - 2. Pigmented Polyurethane over Epoxy Zinc-Rich Primer System MPI EXT 5.1P:
 - a. Prime Coat: Primer, zinc rich, epoxy, MPI #20.
 - b. Intermediate Coat: Epoxy, gloss, MPI #77.
 - c. Topcoat: Polyurethane, two component, pigmented, gloss (MPI Gloss Level 6), MPI #72.

END OF SECTION 099600

SECTION 31 10 00 - SITE CLEARING

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. Clearing and grubbing.
2. Stripping and stockpiling topsoil.
3. Removing above- and below-grade site improvements.
4. Disconnecting, capping or sealing, and removing site utilities, abandoning site utilities in place.
5. Temporary erosion and sedimentation control.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
- B. Topsoil stripping and stockpiling program.
- C. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.7 QUALITY ASSURANCE

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises in location coordinated with Owner. Verify items to be salvaged to Owner.
- D. Utility Locator Service: Notify **One Call** (Phone 811, Montana 811.org) for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- F. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.
- F. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 02 41 19 "Selective Demolition."

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 1. Limit height of topsoil stockpiles to 72 inches.
 2. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 10 00

SECTION 312000 - EARTH MOVING

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. Excavating and backfilling for buildings and structures.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

- H. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Data: For each type of the following manufactured products required.
- B. Qualification Data: For qualified testing agency.
- C. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698 or ASTM D 155].

1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Imported Granular Structural Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; with gradation as approved by Geotechnical Engineer. See geotechnical report for structural fill requirements.
- E. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed, or uncrushed gravel; with gradation as approved by Geotechnical Engineer.
- F. Sand: ASTM C 33; fine aggregate.
- G. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.

3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions with in a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

3.5 SUBGRADE INSPECTION

- A. Notify Architect/ Engineer when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect/ Engineer.
 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.7 STORAGE OF SOIL MATERIALS

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

3.8 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
1. Under structures, building slabs, compact top of existing subgrade and each layer of material at 97 percent.

3.11 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
1. Shape subbase course and base course to required crown elevations and cross-slope grades.
 2. Place subbase course and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D698

3.12 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 2. Determine that fill material and maximum lift thickness comply with requirements.
 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 1. Foundation Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

3.13 PROTECTION

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

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plant materials.
2. Weed-control barriers.
3. Mulches.
4. Landscape edgings.
5. Tree-watering devices.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product data.
- B. Samples of each type of mulch.

1.4 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
1. Installer's Field Supervision: Maintain an experienced full-time supervisor on Project site when work is in progress.
 2. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver bare-root stock plants within 24 hours of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.
- B. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- C. Handle planting stock by root ball.
- D. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F (16 to 18 deg C) until planting.
- E. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1.8 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures, including plantings falling or blowing over.
 - 2. Warranty Periods: From date of Substantial Completion
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 - c. Annuals: Three months.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

- B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare in accordance with ANSI Z60.1.
- C. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but are not yet in bloom.

2.2 FERTILIZERS

- A. Granular Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition:
 - a. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.3 WEED-CONTROL BARRIERS

- A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. (101 g/sq. m) minimum, composed of fibers inert to biological degradation and naturally resistant to chemicals, alkalis, and acids, formed into a stable network so that fibers retain their relative position.

2.4 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
 - 1. Type: Wood and bark chips.
 - 2. Size Range: 3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum.
 - 3. Color: Coordinate with existing bark mulch on-site.
- B. Mineral Mulch: Hard, durable stone, washed free of loam, sand, clay, and other foreign substances, of the following type, size range, and color:
 - 1. Type: Smooth-faced stone
 - 2. Size Range: 1-1/2 inches (38 mm) maximum, 3/4 inch (19 mm) minimum.
 - 3. Color: Coordinate with existing rock mulch on-site.

2.5 HERBICIDES AND PESTICIDES

- A. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- B. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

- C. Pesticides: Registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended in writing by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

2.6 LANDSCAPE EDGINGS

- A. Steel Edging: Standard commercial-steel edging, fabricated in sections of standard lengths, with loops stamped from or welded to face of sections to receive stakes.
 - 1. Edging Size: 3/16 inch (4.8 mm) thick by 4 inches (100 mm) deep
 - 2. Stakes: Tapered steel, a minimum of 12 inches (300 mm) long.
 - 3. Accessories: Standard tapered ends, corners, and splicers.
 - 4. Finish: Manufacturer's standard paint.
 - a. Paint Color: Black.

2.7 WATERING DEVICES

- A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over an extended time period; manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.
 - 1. Coordinate with Montana State University Facilities for acceptable water devices. Tie into existing irrigation system on-site.
 - 2. Color: As selected by Architect from manufacturer's full range.

2.8 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix in accordance with manufacturer's written instructions.

PART 3 - EXECUTION

3.1 PLANTING AREA ESTABLISHMENT

- A. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade
- B. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further

- disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
2. Excavate approximately three times as wide as ball diameter for balled and burlapped and container-grown stock.
 3. Excavate at least 12 inches (300 mm) wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.

3.3 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball in accordance with ANSI Z60.1. If root flare is not visible, remove soil in a level manner from root ball to where the top-most root emerges from the trunk. After soil removal to expose root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.
1. Backfill: Planting soil.
 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 4. Distribute granular fertilizer around each planting pit when pit is approximately one-half filled. Do not place in bottom of the hole.
 - a. Quantity: Per landscape contractor/nursery's recommendation.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Balled and Potted and Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.
1. Backfill: Planting soil
 2. Carefully remove root ball from container without damaging root ball or plant.
 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 4. Distribute granular fertilizer around each planting pit when pit is approximately one-half filled. Do not place in bottom of the hole.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Fabric Bag-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.

1. Backfill: Planting soil
 2. Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 4. Distribute granular fertilizer around each planting pit when pit is approximately one-half filled. Do not place in bottom of the hole.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- F. Bare-Root Stock: Set and support each plant in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grade.
1. Backfill: Planting soil
 2. Spread roots without tangling or turning toward surface. Plumb before backfilling, and maintain plumb while working.
 3. Carefully work backfill in layers around roots by hand. Bring roots into close contact with the soil.
 4. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 5. Distribute granular fertilizer around each planting pit when pit is approximately one-half filled. Do not place in bottom of the hole or touching the roots.
 6. Continue backfilling process. Water again after placing and tamping final layer of soil.
- G. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of root ball.

3.4 TREE, SHRUB, AND VINE PRUNING

- A. Prune, thin, and shape trees, shrubs, and vines in accordance with standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- B. Do not apply pruning paint to wounds.

3.5 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines 18 inches (450 mm) apart in even rows with triangular spacing.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. Work soil around roots to eliminate air pockets and leave slight saucer indentation around plants to hold water.
- E. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

- F. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.6 INSTALLATION OF MULCHES

- A. Install weed-control barriers before mulching in accordance with manufacturer's written instructions. Completely cover area to be mulched, overlapping edges minimum of 6 inches (150 mm) and secure seams with galvanized pins.
- B. Mulch backfilled surfaces of planting areas and other areas indicated.

3.7 INSTALLATION OF LANDSCAPE EDGINGS

- A. Steel Edging: Install steel edging where indicated in accordance with manufacturer's written instructions. Anchor with steel stakes spaced approximately 30 inches (760 mm) apart, driven below top elevation of edging.

3.8 INSTALLATION OF WATERING DEVICES

- A. Provide adequate devices for proper coverage of new and existing plants. Coordinate with Montana State University facilities.

3.9 APPLICATION OF HERBICIDES AND PESTICIDES

- A. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written instructions. Do not apply to seeded areas.
- B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written instructions.
- C. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and in accordance with manufacturer's written instructions. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.10 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible, to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.11 CLEANING AND PROTECTION

- A. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- B. At time of Substantial Completion, verify that watering devices are in good working order and leave them in place. Replace improperly functioning devices.

END OF SECTION 329300

APPENDIX A
TAYLOR HALL ASBESTOS REPORT
&
TAYLOR HALL LEAD BASE PAINT REPORT

ASBESTOS INSPECTION REPORT FOR TAYLOR HALL



TAYLOR HALL

Montana State University
Bozeman, Montana

Report Requested By:

MONTANA STATE UNIVERSITY
Facilities Services

Prepared By:

E	Environmental Solutions LLC
S	Air Quality, Environmental & Safety Consulting
P.O. Box 7010 • Bozeman, MT 59771-7010	
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DATE OF INSPECTION:
04/23/13

REVISED ON
12/18/13

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Credentials

Authored By: _____
Sonia Rogers, IH

Reviewed By: _____
Scott Rogers, CIH, CHMM

Asbestos Certifications:

Name	MTA #	Inspector	Contractor / Supervisor	Project Designer	Management Planner
Scott Rogers, CIH CSP CHMM	2322	10/31/2013	11/02/2013	11/01/2013	10/31/2013
Sonia Rogers, IH	3150	10/31/2013	11/02/2013	11/01/2013	
Darrell Freeland	3892	03/13/2014	03/12/2014		

INTRODUCTION

Sonia Rogers, Scott Rogers and Darrell Freeland, of Environmental Solutions LLC performed a comprehensive full building asbestos inspection on April 23, 2013, of Taylor Hall located on the campus of Montana State University in Bozeman, Montana. This evaluation was performed at the request of Montana State University Facilities Services Division.

Taylor Hall consists of an original three story building with a full basement built in 1894, and a single story annex to the east. The main building is a brick building on a rock foundation with a vaulted wood shake roof. The annex section of the building is also a brick and concrete structure with a flat built up roof. Taylor Hall is the oldest building on campus and has undergone multiple renovations over the years. The facility is currently home to the 4-H Foundation and Extension Services.

The intent of this report is to properly identify the presence of asbestos containing materials that will be impacted during an upcoming renovation project. This report and its recommendations are pursuant to the NESHAP requirements (40 CFR 61.145) and the Administrative Rules of Montana (17.74.307) as administered by the Montana Department of Environmental Quality, Asbestos Control Program.

The regulations require the building owner to have the facility inspected for the presence of asbestos containing material(s) (ACM) prior to the construction, renovation or demolition of the facility. The owner is required to provide information obtained from the inspection to those who may be impacted such as, but not limited to, contractors, sub-contractors and/or employees. ARM 17.74.307 requires that the inspection be conducted by a Montana Accredited Inspector.

INSPECTION PROCEDURES

The inspection was conducted by our accredited inspectors, Sonia Rogers, Scott Rogers and Darrell Freeland, and consisted of a detailed visual survey of the building. Following a brief review of the facility inspectors entered the building with sampling equipment and began to assess the homogenous areas. Suspect ACBM was then grouped into homogenous materials and a sampling plan was developed.

Inspectors determined that 25 homogeneous materials were present and collected 72 representative samples from these materials. Five (5) of the 25 materials were found to contain asbestos quantities greater than 1% (9x9 & 12x12 Floor Tiles, Linoleum, Exterior Window Caulk and Roofing Tars). One (1) material was found to contain asbestos quantities of a trace or less than 1% (Drywall Mud). One (1) material was assumed to contain quantities greater than 1% (Stainless Steel Sink Insulation). See the Inspection Summary for a more detailed description and location of materials sampled.

Materials were collected wet to avoid dust generation and placed into Ziploc bags for transport. The materials were submitted to EMSL Laboratories, Raleigh, North Carolina. EMSL is an "accredited" laboratory under the National Voluntary Laboratory Accreditation Program (NVLAP), Laboratory Code #200671-0, which employs Polarized Light Microscopic (PLM) techniques with dispersion staining for identification of mineral forms of asbestos. The quantification of asbestos in the sample is intended to be an estimate only and the limit of detection for this method is approximately 1% by volume.

Bulk samples obtained during the inspection were assigned bulk sample numbers and entered on the sample summary / chain of custody forms. The samples were transported to the laboratory via Fed-Ex (Standard Overnight).

Sample locations for this survey were chosen in a random fashion, with emphasis placed on obtaining samples of each type of accessible, suspect material and minimizing damage to the material being sampled. Samples were collected by carefully removing small portions of the suspect material in a non-invasive manner, when possible. If possible, samples from existing damaged areas or loose pieces of material were collected.

The intent of the inspection was to identify the suspect materials, assume that materials contain asbestos or collect samples of materials to determine if they are ACM and assess the friability of the materials. Materials that were assumed to contain asbestos or that were identified as containing greater than 1% asbestos were categorized as a regulated asbestos containing material (RACM), Category I Non-Friable ACM, Category I RACM or Category II Non-Friable ACM based on the type and the condition of the material.

Sample analysis results are included in Appendix B and Chain of Custody documents are included in Appendix C.

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

SAMPLE ID	SAMPLE DESCRIPTION	SAMPLE COLOR	APPROX SQ/FT	MATERIAL DESIGNATION	LAB RESULTS	MATERIAL LOCATIONS	RECOMMENDATIONS
01, 02, 03	Plaster	White/Gray	N/A	N/A	None Detected	Interior Walls	N/A
04, 05, 06	Rock Pointing (Mortar)	Gray	N/A	N/A	None Detected	Basement Foundation	N/A
07, 08, 09	Concrete	Gray	N/A	N/A	None Detected	Basement Floors & Foundation	N/A
10, 11, 12	Window Glazing (Between Glass & Wood)	Gray/White	N/A	N/A	None Detected	Basement Wood Windows	N/A
13, 14, 15	4" Rubber Base w/Glue	Black	N/A	N/A	None Detected	Basement	N/A
16, 17, 18	Mastic	Black	N/A	N/A	None Detected	Basement Concrete Floors	N/A
19, 20, 21	Paint	White	N/A	N/A	None Detected	Basement Walls	N/A
22, 23, 24	Drywall/Mud/Texture	White	N/A	N/A	None Detected	Basement Walls	N/A
25, 26, 27	12x12 Floor Tile w/Mastic	Dark Gray w/Gray Specs	N/A	N/A	None Detected	Area 013 Landing	N/A
28, 29, 30	CMU	Gray	N/A	N/A	None Detected	Basement	N/A
31, 32, 33	CMU Mortar	Gray	N/A	N/A	None Detected	Basement	N/A
34, 35, 36	12x12 Floor Tile w/Mastic	Cream w/Brown Stripes	35	Category I Non-Friable	Tile=2% Chrysotile Mastic=None Detected	1 st Floor Restroom (#110)	Renovation that requires the impact and/or removal of the floor tile must include the abatement of the material and must be performed by a Montana accredited asbestos abatement contractor according to local, state, and federal regulations.
37, 38, 39	4" Rubber Base	Black	N/A	N/A	None Detected	1 st Floor	N/A
40, 41, 42	2x4 Ceiling Tiles (Waves / Multi Pin Holes)	White/Gray	N/A	N/A	None Detected	1 st Floor	N/A
43, 44, 45	12x12 Ceiling Tiles	White/Wood	N/A	N/A	None Detected	2 nd Floor	N/A
46, 47, 48	12x12 Ceiling Tile Glue	Dark Brown	N/A	N/A	None Detected	2 nd Floor	N/A

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

SAMPLE ID	SAMPLE DESCRIPTION	SAMPLE COLOR	APPROX SQ/FT	MATERIAL DESIGNATION	LAB RESULTS	MATERIAL LOCATIONS	RECOMMENDATIONS
49, 50, 51	Linoleum w/Glue	Tan (Stone Pattern)	35	Category I Non-Friable	Lino = 25% Chrysotile Glue=<1% Chrysotile	2 nd Floor Restroom (#212)	Renovation that requires the impact and/or removal of the linoleum and glue must include the abatement of the materials and must be performed by a Montana accredited asbestos abatement contractor according to local, state, and federal regulations.
52, 53, 54	9x9 Floor Tile w/Mastic	Light Blue/Cream & Tan	1,180	Category I Non-Friable	Tile = 2% Chrysotile Mastic=Non Detected	Rooms: 213, 300, 301, 302, 303, 304, 305	Renovation that requires the impact and/or removal of the floor tile must include the abatement of the material and must be performed by a Montana accredited asbestos abatement contractor according to local, state, and federal regulations.
55, 56, 57	Drywall/Mud/Texture	White w/Paint	N/A	N/A	Drywall = None Detected Mud = 5% Chrysotile Composite=<1% 400 Point Ct=<0.25% Chrysotile	2 nd & 3 rd Floors	Impact of this material is not regulated by the EPA and DEQ as an asbestos containing material; however, OSHA guidelines must be followed for workers. Verification of <1% PLM result performed by required 400-Point Count Method.
58, 59, 60	Wall Tile Glue	Dark Brown	N/A	N/A	None Detected	Room 303	N/A
61, 62, 63	Brick	Red	N/A	N/A	None Detected	Exterior	N/A
64, 65, 66	Brick Mortar	Gray	N/A	N/A	None Detected	Exterior	N/A
67, 68, 69	Exterior Window Caulk (Between Window & Building)	White	41 Windows	Category I Non-Friable	2-3% Chrysotile	Exterior Windows	Renovation that requires the impact and/or removal of the floor tile must include the abatement of the material and must be performed by a Montana accredited asbestos abatement contractor according to local, state, and federal regulations.
70, 71, 72	Roofing Tars (3 Layers)	Black/Silver	1,000	Category I Non-Friable	2-8% Chrysotile	Flat Roofs (East Annex & North Entry Roof)	Impact of this asbestos containing material is regulated by both environmental and worker protection regulations. Asbestos accredited persons must perform all work impacting, disturbing, or requiring the removal of this material following regulatory requirements.

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY

SAMPLE ID	SAMPLE DESCRIPTION	SAMPLE COLOR	APPROX SQ/FT	MATERIAL DESIGNATION	LAB RESULTS	MATERIAL LOCATIONS	RECOMMENDATIONS
N/A	Stainless Steel Sink Insulation	Black	2	Category II Non-Friable	Assumed	Rooms: 003, 300	Sinks must be removed prior to renovation/demolition and disposed of as asbestos containing waste. Work to be performed by a Montana Accredited Abatement Contractor according to local, state, and federal regulations.
Additional Samples 12/18/13							
01, 02, 03	Tar Paper	Black	N/A	N/A	None Detected	Under 9x9 Floor Tile on 3 rd Floor (300, 301, 302, 303, 304, 305)	N/A

Materials containing >1% Asbestos

Materials of Note – Containing Trace Amounts of Asbestos

ENVIRONMENTAL SOLUTIONS INSPECTION SUMMARY FOR CHEEVER HALL

9x9 Floor Tile w/Mastic Locations and Sq/ft Numbers: Tiles are located in the following areas (213, 300, 301, 302, 303, 304, and 305). There is approximately 1,180 sq/ft of 9x9 floor tile (2nd Floor = 35, 3rd Floor=1,145).

Window NOTE: Exterior window caulk located between the wood frame and building contains a regulated quantity of asbestos. Total of 41 window openings that contain these types of windows.

TSI Fittings NOTE: No visible TSI was located in the building; all exposed pipe insulation is fiberglass. However, it is our opinion that additional TSI fittings are located in vertical pipe chases and buried in the walls. All TSI fittings are assumed to contain regulated quantities of asbestos. Care should be taken when opening any enclosed spaces.

Roofing Materials NOTE: The main building has a wood shake roof. The old wood roof was completely removed and replaced with new wood shakes during the summer of 2012. The East Annex Roof and the North Main Entry Flat roofs are a rolled tar/asphalt and are positive for regulated quantities of asbestos. All layers of both of these roofs should be treated as asbestos containing and disposed of as asbestos waste. In the present condition the materials are Non-Friable; however materials may become friable during a demolition/renovation project. Removal work practice shall be reviewed by a licensed and Montana accredited Asbestos Inspector for final determination on condition of materials.

Areas of Limited or No Access:

- Vertical pipe chases behind walls (limited access). All visible pipe chases contained straight runs of fiberglass insulation.
- Electrical Vault Area.

DISCLAIMERS

This document and its contents incorporated herein, is proprietary information and as an instrument of professional services, is the property of Environmental Solutions LLC, and are not to be used, in part or in whole for any other project without the written authorization of Environmental Solutions LLC.

This asbestos assessment report was prepared based on information obtained during the surveys, interpretation of the laboratory results of bulk samples of building materials collected during the surveys. The conclusions of this report are professional opinions based solely upon visual site observations and interpretations of laboratory analysis and field data as described in our report.

This report has been prepared to provide information concerning the various types and estimated quantities of asbestos-containing materials that may be impacted during this project. While extreme effort was made to inspect every aspect of the buildings, it still includes only those materials that were visible and accessible at the time of our inspection.

Our opinions are intended exclusively for use by Montana State University. The scope of services performed by Environmental Solutions LLC may not be appropriate to satisfy the needs of other users, and any use or re-use of this document, or the findings presented herein, is at the sole risk of the user.

The opinions presented herein apply to the site conditions existing at the time of our investigation. Therefore, our opinions and recommendations may not apply to future conditions that may exist at the site, which we have not had the opportunity to evaluate.

APPENDIX A
PHOTOGRAPHS SAMPLES



Plaster



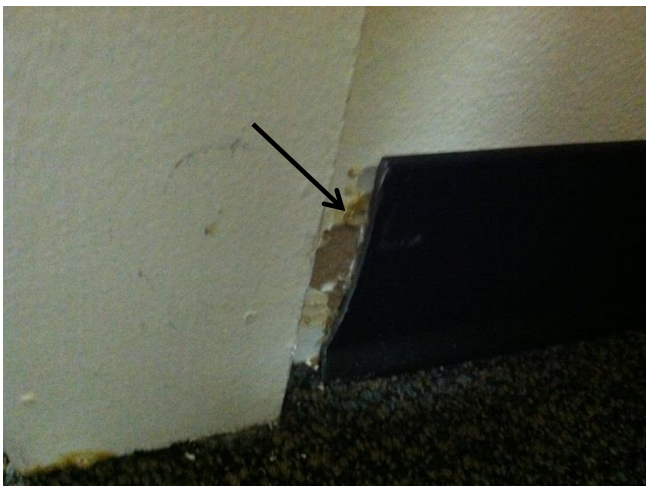
Foundation Rock Pointing (Mortar)



Concrete



Window Glazing



4" Rubber Base w/Glue



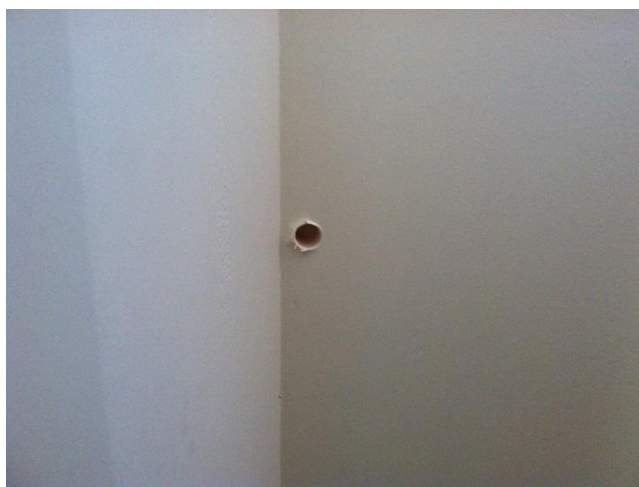
Mastic

APPENDIX A

PHOTOGRAPHS OF SAMPLES CONTINUED



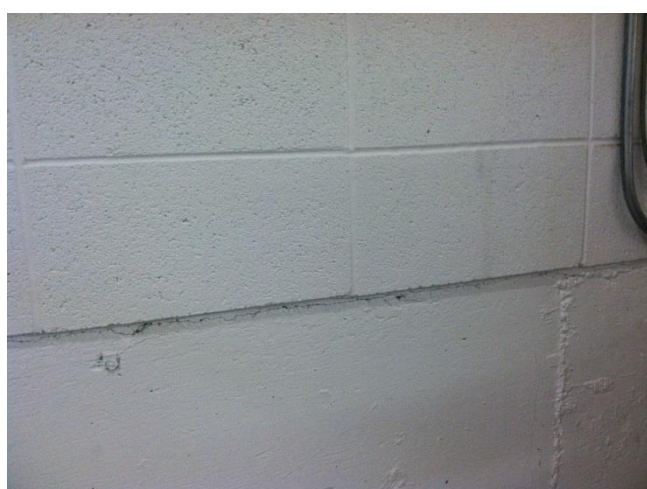
Paint (Surfacing Material)



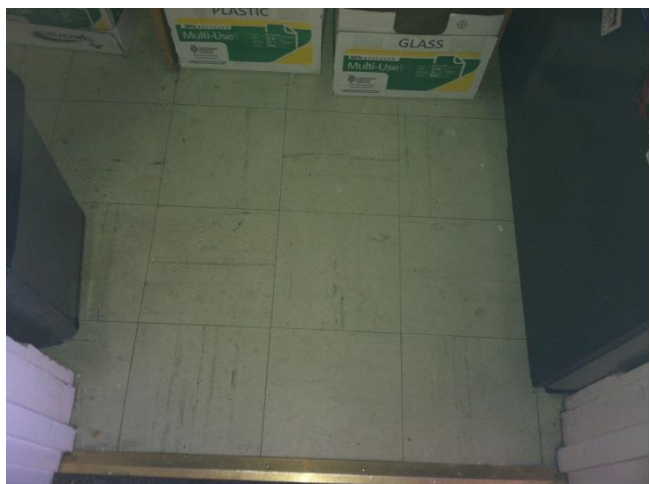
Drywall / Mud / Texture



12x12 Floor Tile w/Mastic (Dark Gray)



CMU & CMU Mortar



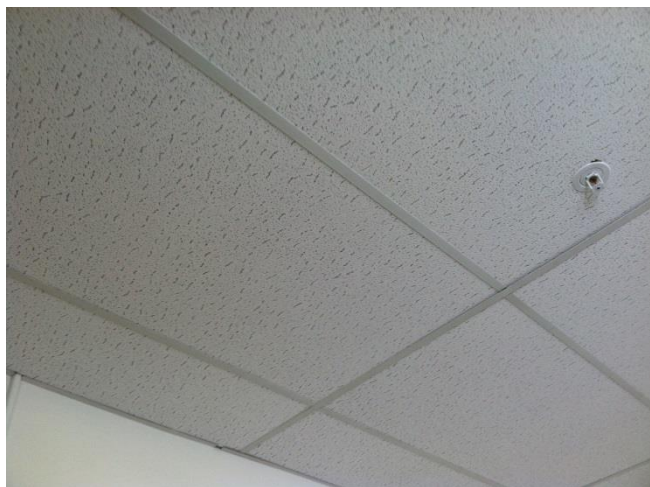
12x12 Floor Tile w/Mastic (Cream)



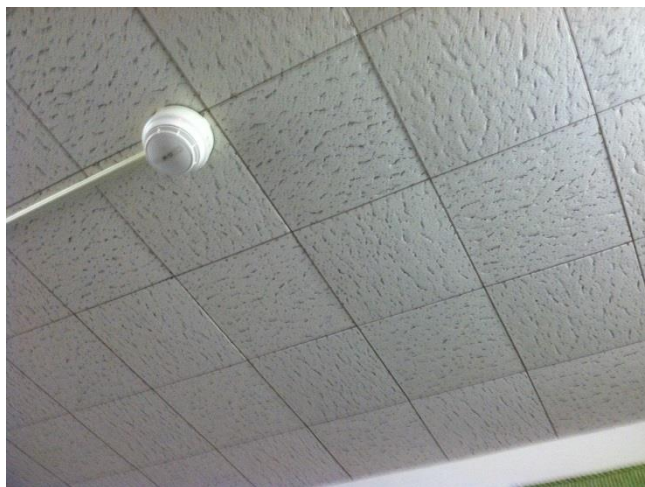
4" Rubber Base w/Glue

APPENDIX A

PHOTOGRAPHS OF SAMPLES CONTINUED



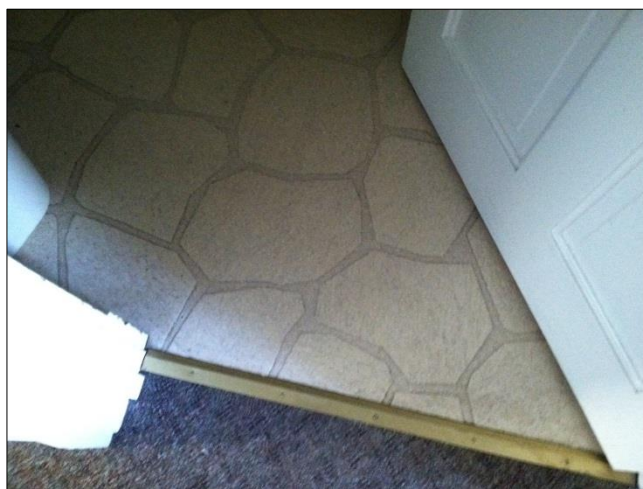
2x4 Ceiling Tiles



12x12 Ceiling Tiles



12x12 Ceiling Tile Glue



Linoleum w/Glue (Tan Stone Pattern)



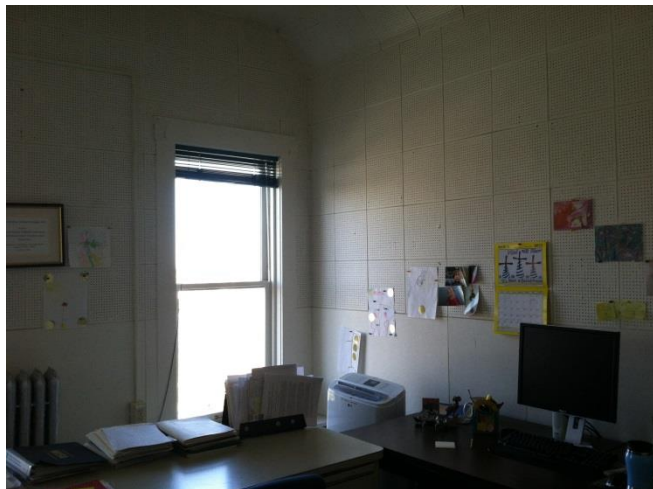
9x9 Floor Tile w/Mastic



Drywall / Mud / Texture

APPENDIX A

PHOTOGRAPHS OF SAMPLES CONTINUED



Wall Tile Glue (Room w/Ceiling Tiles on Walls)



Brick & Brick Mortar



Exterior Window Caulk



Roofing Tars (3 Layers)



Stainless Steel Sink Insulation

APPENDIX B

Sample Analysis Report by EMSL Raleigh, NC Laboratory

**EMSL Analytical, Inc.**

2500 Gateway Centre Blvd., Suite 600, Morrisville, NC 27560

Phone/Fax: (919) 465-3900 / (919) 465-3950

<http://www.emsl.com>raleighlab@emsl.com

EMSL Order: 291302415

CustomerID: ENSO62

CustomerPO:

ProjectID:

Attn: **Sonia Rogers**
Environmental Solutions, LLC
PO Box 7010

Bozeman, MT 59771

Project: 13031-01, Taylor Hall

Phone: (406) 579-1441

Fax:

Received: 05/02/13 9:30 AM

Analysis Date: 5/7/2013

Collected:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>			<u>Asbestos</u>
			%	Fibrous	% Non-Fibrous	% Type
01 291302415-0001	Plaster	Gray/White Fibrous Heterogeneous	5% 3% 3%	Cellulose Synthetic Hair	89% Non-fibrous (other)	None Detected
02 291302415-0002	Plaster	Gray/White Fibrous Heterogeneous	5% 5% 5%	Cellulose Synthetic Hair	85% Non-fibrous (other)	None Detected
03 291302415-0003	Plaster	Gray/White Fibrous Heterogeneous	8% 5% 5%	Cellulose Synthetic Hair	82% Non-fibrous (other)	None Detected
04 291302415-0004	Mortar	Gray/White Fibrous Heterogeneous	8% 5% 5%	Cellulose Synthetic Hair	82% Non-fibrous (other)	None Detected
05 291302415-0005	Mortar	Gray/White Fibrous Heterogeneous	8% 5% 5%	Cellulose Synthetic Hair	82% Non-fibrous (other)	None Detected
06 291302415-0006	Mortar	Gray/White Fibrous Heterogeneous	5% 5% 5%	Cellulose Synthetic Hair	85% Non-fibrous (other)	None Detected

Analyst(s)

Billy Barnes (32)

Essie Spencer (64)

Essie Spencer, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000278, WVA LT000296

Initial report from 05/07/2013 17:33:47

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Fax:

Received: 05/02/13 9:30 AM

Analysis Date: 5/7/2013

Collected:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>			<u>Asbestos</u>
			%	Fibrous	% Non-Fibrous	% Type
07 291302415-0007	Concrete	Tan/Beige Fibrous Heterogeneous	10% 5% 5%	Cellulose Synthetic Hair	80% Non-fibrous (other)	None Detected
08 291302415-0008	Concrete	Tan/Beige Fibrous Heterogeneous	10% 5% 5%	Cellulose Synthetic Hair	80% Non-fibrous (other)	None Detected
09 291302415-0009	Concrete	Tan/Beige Fibrous Heterogeneous	10% 5% 5%	Cellulose Synthetic Hair	80% Non-fibrous (other)	None Detected
10 291302415-0010	Window Glazing	Tan/Beige Fibrous Homogeneous	3% 2%	Cellulose Wollastonite	95% Non-fibrous (other)	None Detected
11 291302415-0011	Window Glazing	Tan/Beige Fibrous Homogeneous	2% 2%	Wollastonite Cellulose	96% Non-fibrous (other)	None Detected
12 291302415-0012	Window Glazing	Tan/Beige Fibrous Homogeneous	5% 2%	Cellulose Wollastonite	93% Non-fibrous (other)	None Detected
13-Rubber 291302415-0013	Rubber Base w/ glue	Black Non-Fibrous Homogeneous			100% Non-fibrous (other)	None Detected

Analyst(s)

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Essie Spencer (64)

Essie Spencer, Laboratory Manager
or other approved signatory

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
13-Glue 291302415-0013A	Rubber Base w/ glue	Tan Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
14-Rubber 291302415-0014	Rubber Base w/ glue	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
14-Glue 291302415-0014A	Rubber Base w/ glue	Tan Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
15-Rubber 291302415-0015	Rubber Base w/ glue	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
15-Glue 291302415-0015A	Rubber Base w/ glue	Tan Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
16 291302415-0016	Mastic	Brown/Black Fibrous Heterogeneous	5% Cellulose 2% Synthetic	93% Non-fibrous (other)	None Detected
17 291302415-0017	Mastic	Brown/Black Fibrous Heterogeneous	5% Cellulose 2% Synthetic	93% Non-fibrous (other)	None Detected
18 291302415-0018	Mastic	Brown/Black Fibrous Heterogeneous	8% Cellulose 3% Synthetic	89% Non-fibrous (other)	None Detected

Analyst(s)

Billy Barnes (32)

Essie Spencer (64)

Essie Spencer, Laboratory Manager
or other approved signatory

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
19 291302415-0019	Paint	White Fibrous Heterogeneous	2% Wollastonite 2% Cellulose	96% Non-fibrous (other)	None Detected
20 291302415-0020	Paint	White/Beige Fibrous Homogeneous	2% Wollastonite 2% Cellulose	96% Non-fibrous (other)	None Detected
21 291302415-0021	Paint	White/Beige Fibrous Heterogeneous	2% Cellulose 2% Wollastonite	96% Non-fibrous (other)	None Detected
22-Drywall 291302415-0022	Drywall/Mud/Texture	Brown/White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
22-Mud 291302415-0022A	Drywall/Mud/Texture	Beige Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
22-Texture 291302415-0022B	Drywall/Mud/Texture	Beige Fibrous Homogeneous	2% Wollastonite	98% Non-fibrous (other)	None Detected
23-Drywall 291302415-0023	Drywall/Mud/Texture	Brown/White Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
23-Mud 291302415-0023A	Drywall/Mud/Texture	Beige Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (other)	None Detected

Analyst(s)

Billy Barnes (32)

Essie Spencer (64)

Essie Spencer, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000278, WVA LT000296

Initial report from 05/07/2013 17:33:47

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Bozeman, MT 59771Project: **13031-01, Taylor Hall**

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Fax:

Received: 05/02/13 9:30 AM

Analysis Date: 5/7/2013

Collected:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>	
			% Fibrous	% Non-Fibrous	% Type	
23-Texture 291302415-0023B	Drywall/Mud/Texture	Beige Fibrous Homogeneous	2% Wollastonite	98% Non-fibrous (other)		None Detected
24-Drywall 291302415-0024	Drywall/Mud/Texture	Brown/White Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)		None Detected
24-Mud 291302415-0024A	Drywall/Mud/Texture	Beige Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)		None Detected
24-Texture 291302415-0024B	Drywall/Mud/Texture	Beige Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)		None Detected
25 291302415-0025	12x12 Floor Tile w/ Glue	Gray Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)		None Detected
No glue present.						
26 291302415-0026	12x12 Floor Tile w/ Glue	Gray Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)		None Detected
No glue present.						
27 291302415-0027	12x12 Floor Tile w/ Glue	Gray Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)		None Detected
No glue present.						

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
28 291302415-0028	CMU	Gray/White Fibrous Heterogeneous	5% Cellulose 2% Synthetic	93% Non-fibrous (other)	None Detected
29 291302415-0029	CMU	Gray/White Fibrous Heterogeneous	2% Cellulose 2% Synthetic	96% Non-fibrous (other)	None Detected
30 291302415-0030	CMU	Gray/White Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
31 291302415-0031	CMU Mortar	Gray/White Fibrous Heterogeneous	5% Cellulose 5% Synthetic	90% Non-fibrous (other)	None Detected
32 291302415-0032	CMU Mortar	Gray/White Fibrous Heterogeneous	5% Cellulose 3% Synthetic	92% Non-fibrous (other)	None Detected
33 291302415-0033	CMU Mortar	Gray/White Fibrous Heterogeneous	5% Cellulose 3% Synthetic	92% Non-fibrous (other)	None Detected
34-Floor Tile 291302415-0034	12x12 Floor Tile w/ Mastic	Tan/Beige Fibrous Homogeneous	5% Cellulose	93% Non-fibrous (other)	2% Chrysotile
34-Mastic 291302415-0034A	12x12 Floor Tile w/ Mastic	Tan Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
35-Floor Tile 291302415-0035	12x12 Floor Tile w/ Mastic	Tan Fibrous Homogeneous	3% Cellulose	95% Non-fibrous (other)	2% Chrysotile
35-Mastic 291302415-0035A	12x12 Floor Tile w/ Mastic	Tan Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
36-Floor Tile 291302415-0036	12x12 Floor Tile w/ Mastic	Beige Fibrous Homogeneous	2% Cellulose	96% Non-fibrous (other)	2% Chrysotile
36-Mastic 291302415-0036A	12x12 Floor Tile w/ Mastic	Tan Fibrous Homogeneous	8% Cellulose	92% Non-fibrous (other)	None Detected
37 291302415-0037	Rubber Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
38 291302415-0038	Rubber Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
39 291302415-0039	Rubber Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
40 291302415-0040	2x4 Ceiling Tiles	Tan/White Fibrous Homogeneous	10% Cellulose 20% Min. Wool	10% Perlite 60% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>			<u>Asbestos</u>
			%	Fibrous	% Non-Fibrous	% Type
41 291302415-0041	2x4 Ceiling Tiles	White/Beige Fibrous Heterogeneous	20% 15%	Cellulose Min. Wool	10% Perlite 55% Non-fibrous (other)	None Detected
42 291302415-0042	2x4 Ceiling Tiles	White/Beige Fibrous Homogeneous	20% 20%	Cellulose Min. Wool	20% Perlite 40% Non-fibrous (other)	None Detected
43 291302415-0043	12x12 Ceiling Tile	Tan Fibrous Heterogeneous	85%	Cellulose	15% Non-fibrous (other)	None Detected
44 291302415-0044	12x12 Ceiling Tile	Tan Fibrous Heterogeneous	85%	Cellulose	15% Non-fibrous (other)	None Detected
45 291302415-0045	12x12 Ceiling Tile	Tan/White Fibrous Heterogeneous	80%	Cellulose	20% Non-fibrous (other)	None Detected
46 291302415-0046	12x12 Ceiling Tile Glue	Brown Fibrous Heterogeneous	5%	Cellulose	95% Non-fibrous (other)	None Detected
47 291302415-0047	12x12 Ceiling Tile Glue	Brown Fibrous Homogeneous	5%	Cellulose	95% Non-fibrous (other)	None Detected
48 291302415-0048	12x12 Ceiling Tile Glue	Brown Fibrous Homogeneous	5%	Cellulose	95% Non-fibrous (other)	None Detected

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Received: 05/02/13 9:30 AM

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>	
			%	Fibrous	%	Type
49-Linoleum 291302415-0049	Linoleum w/ Glue	Tan/Beige Fibrous Heterogeneous	20%	Cellulose	55% Non-fibrous (other)	25% Chrysotile
49-Glue 291302415-0049A	Linoleum w/ Glue	Tan Fibrous Heterogeneous	5%	Cellulose	95% Non-fibrous (other)	<1% Chrysotile
Possible contamination from backing.						
50-Linoleum 291302415-0050	Linoleum w/ Glue	Tan/Beige Fibrous Heterogeneous	20%	Cellulose	55% Non-fibrous (other)	25% Chrysotile
50-Glue 291302415-0050A	Linoleum w/ Glue	Tan Fibrous Heterogeneous	5%	Cellulose	95% Non-fibrous (other)	<1% Chrysotile
Possible contamination from backing.						
51-Linoleum 291302415-0051	Linoleum w/ Glue	Tan/Beige Fibrous Heterogeneous	20%	Cellulose	55% Non-fibrous (other)	25% Chrysotile
51-Glue 291302415-0051A	Linoleum w/ Glue	Tan Fibrous Homogeneous	5%	Cellulose	95% Non-fibrous (other)	<1% Chrysotile
Possible contamination from backing.						
52-Floor Tile 291302415-0052	9x9 Floor Tile w/ Glue	Green Fibrous Homogeneous	5%	Cellulose	93% Non-fibrous (other)	2% Chrysotile

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Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000278, WVA LT000296

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Received: 05/02/13 9:30 AM

Analysis Date: 5/7/2013

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>	
			%	Fibrous	% Non-Fibrous	% Type
52-Mastic 291302415-0052A	9x9 Floor Tile w/ Glue	Brown/Black Fibrous Homogeneous	15%	Cellulose	85% Non-fibrous (other)	None Detected
53-Floor Tile 291302415-0053	9x9 Floor Tile w/ Glue	Green Fibrous Homogeneous	2%	Wollastonite Cellulose	94% Non-fibrous (other)	2% Chrysotile
53-Mastic 291302415-0053A	9x9 Floor Tile w/ Glue	Brown/Black Fibrous Heterogeneous	15%	Cellulose	85% Non-fibrous (other)	None Detected
54-Floor Tile 291302415-0054	9x9 Floor Tile w/ Glue	Green Fibrous Homogeneous	5%	Cellulose	93% Non-fibrous (other)	2% Chrysotile
54-Mastic 291302415-0054A	9x9 Floor Tile w/ Glue	Brown/Black Fibrous Heterogeneous	15%	Cellulose	85% Non-fibrous (other)	None Detected
55-Drywall 291302415-0055	Drywall/Mud/Textu re	Brown/White Fibrous Heterogeneous	15% 3%	Cellulose Glass	82% Non-fibrous (other)	None Detected
55-Joint Compound 291302415-0055A	Drywall/Mud/Textu re	White Non-Fibrous Homogeneous	5% <1%	Cellulose Wollastonite	90% Non-fibrous (other)	5% Chrysotile
55-Composite 291302415-0055B	Drywall/Mud/Textu re	Brown/White/Beig e Fibrous Heterogeneous	15% 3% <1%	Cellulose Glass Wollastonite	82% Non-fibrous (other)	<1% Chrysotile

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Sample	Description	Appearance	% Fibrous	<u>Non-Asbestos</u>		<u>Asbestos</u>
				%	Non-Fibrous	% Type
56-Drywall 291302415-0056	Drywall/Mud/Texture	Brown/White Fibrous Heterogeneous	15% 3%	Cellulose Glass	82% Non-fibrous (other)	None Detected
56-Joint Compound 291302415-0056A	Drywall/Mud/Texture	Beige Fibrous Homogeneous	2% 5%	Wollastonite Cellulose	88% Non-fibrous (other)	5% Chrysotile
56-Composite 291302415-0056B	Drywall/Mud/Texture	Brown/White/Beige Fibrous Heterogeneous	15% 2% <1%	Cellulose Glass Wollastonite	83% Non-fibrous (other)	<1% Chrysotile
57-Drywall 291302415-0057	Drywall/Mud/Texture	Brown/White Fibrous Heterogeneous	15% 3%	Cellulose Glass	82% Non-fibrous (other)	None Detected
57-Joint Compound 291302415-0057A	Drywall/Mud/Texture	White Fibrous Heterogeneous	5% 2%	Cellulose Wollastonite	88% Non-fibrous (other)	5% Chrysotile
57-Composite 291302415-0057B	Drywall/Mud/Texture	Brown/White/Beige Fibrous Heterogeneous	15% 2% <1%	Cellulose Glass Wollastonite	83% Non-fibrous (other)	<1% Chrysotile
58 291302415-0058	Wall Tile Glue	Brown/Tan Fibrous Heterogeneous	2%	Cellulose	98% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
59 291302415-0059	Wall Tile Glue	Brown/Tan Fibrous Heterogeneous	2% Cellulose	98% Non-fibrous (other)	None Detected
60 291302415-0060	Wall Tile Glue	Brown/Tan Fibrous Heterogeneous	3% Cellulose	97% Non-fibrous (other)	None Detected
61 291302415-0061	Brick	Tan/White Fibrous Heterogeneous	3% Cellulose	97% Non-fibrous (other)	None Detected
62 291302415-0062	Brick	Brown/Tan Fibrous Heterogeneous	3% Cellulose	97% Non-fibrous (other)	None Detected
63 291302415-0063	Brick	Brown/Tan Fibrous Heterogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
64 291302415-0064	Brick Mortar	White/Beige Fibrous Heterogeneous	8% Cellulose	92% Non-fibrous (other)	None Detected
65 291302415-0065	Brick Mortar	White/Beige Fibrous Heterogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
66 291302415-0066	Brick Mortar	White/Beige Fibrous Heterogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
67 291302415-0067	Exterior Caulk	Tan/Beige Fibrous Heterogeneous	8% Cellulose 2% Wollastonite	87% Non-fibrous (other)	3% Chrysotile
68 291302415-0068	Exterior Caulk	Gray/Beige Fibrous Heterogeneous	10% Cellulose 2% Wollastonite	86% Non-fibrous (other)	2% Chrysotile
69 291302415-0069	Exterior Caulk	Tan/Beige Fibrous Heterogeneous	5% Cellulose 2% Wollastonite	91% Non-fibrous (other)	2% Chrysotile
70 291302415-0070	Roofing Materials	Brown/Black Fibrous Heterogeneous	10% Cellulose	88% Non-fibrous (other)	2% Chrysotile
71 291302415-0071	Roofing Materials	Brown/Black Fibrous Heterogeneous	30% Cellulose	62% Non-fibrous (other)	8% Chrysotile
72 291302415-0072	Roofing Materials	Brown/Black Fibrous Heterogeneous	15% Cellulose	77% Non-fibrous (other)	8% Chrysotile

Analyst(s)

Billy Barnes (32)

Essie Spencer (64)

Essie Spencer, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000278, WVA LT000296

Initial report from 05/07/2013 17:33:47

**EMSL Analytical, Inc.**

2500 Gateway Centre Blvd., Suite 600, Morrisville, NC 27560

Phone/Fax: (919) 465-3900 / (919) 465-3950

<http://www.EMSL.com>raleighlab@emsl.com

EMSL Order: 291307927

CustomerID: ENSO62

CustomerPO:

ProjectID:

Attn: **Sonia Rogers**
Environmental Solutions, LLC
PO Box 7010

Bozeman, MT 59771Project: **MSU Taylor**

Phone: (406) 579-1441

Fax:

Received: 12/19/13 10:15 AM

Analysis Date: 12/19/2013

Collected:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
01 291307927-0001	Tar Paper	Brown/Black Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (other)	None Detected
02 291307927-0002	Tar Paper	Brown/Black Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (other)	None Detected
03 291307927-0003	Tar Paper	Brown/Black Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (other)	None Detected

Analyst(s)

Essie Spencer (3)

Essie Spencer, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000278, WVA LT000296

Initial report from 12/19/2013 13:37:03

APPENDIX C

CHAIN OF CUSTODY DOCUMENTS

Environmental Solutions, LLC

13031-01, Taylor Hall

5/2/2013 9:30

PLM

TAT: 96 Hour
Bulk

Order ID: 291302415

No Samples: 72

Due: 05/08 9:30 AM

Fax:

Raleigh, NC
2500 Gateway Centre Blvd.
Suite 600
Morrisville, NC 27560
PHONE: 919-465-3900
FAX: 919-465-3950

Company: Environmental Solutions LLC		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party	
Street: PO Box 7010			
City/State/Zip: Bozeman, MT 59771-7010			
Report To (Name): Sonia Rogers		Fax: 406-587-0193	
Telephone: 406-579-1441		Email Address: srogers@esmontana.com	
Project Name/Number: 13031-01 Taylor Hall			
Please Provide Results: Email		Purchase Order:	
		State Samples Taken: MT	

Turnaround Time (TAT) Options* - Please Check
☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 72 Hour ☒ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hours/6 hours, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PCM - Air

- ☐ NIOSH 7400
☐ w/ OSHA 8hr. TWA

PLM - Bulk (reporting limit)

- ☒ PLM EPA 600/R-93/116 (<1%)
☐ PLM EPA NOB (<1%)
 Point Count
☐ 400 (<0.25%) ☐ 1000 (<0.1%)
 Point Count w/Gravimetric
☐ 400 (<0.25%) ☐ 1000 (<0.1%)
☐ NYS 198.1 (friable in NY)
☐ NYS 198.6 NOB (non-friable-NY)
☐ NIOSH 9002 (<1%)

TEM - Air

- ☐ 4-4.5hr TAT (AHERA only)
☐ AHERA 40 CFR, Part 763
☐ NIOSH 7402
☐ EPA Level II
☐ ISO 10312

TEM - Bulk

- ☐ TEM EPA NOB
☐ NYS NOB 198.4 (non-friable-NY)
☐ Chatfield SOP
☐ TEM Mass Analysis-EPA 600 sec. 2.5

TEM - Water: EPA 100.2

- Fibers >10µm ☐ Waste ☐ Drinking
 All Fiber Sizes ☐ Waste ☐ Drinking

TEM - Dust

- ☐ Microvac - ASTM D 5755
☐ Wipe - ASTM D6480
☐ Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite

- ☐ PLM CARB 435 - A (0.25% sensitivity)
☐ PLM CARB 435 - B (0.1% sensitivity)
☐ TEM CARB 435 - B (0.1% sensitivity)
☐ TEM CARB 435 - C (0.01% sensitivity)
☐ EPA Protocol (Semi-Quantitative)
☐ EPA Protocol (Quantitative)

Other:☐☐ Check For Positive Stop - Clearly Identify Homogenous Group

Samplers Name:

Samplers Signature:

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	* See Attached		

Client Sample # (s):

Total # of Samples:

Relinquished (Client):

Date:

5-1-13

Time:

1:00pm

Received (Lab):

Date:

5/2

Time:

9:50

Comments/Special Instructions:

EFC 8766 8750 0936

CHAIN OF CUSTODY For Environmental Solutions LLC

Date Shipped: 5-1-13Number of Samples: ~~72~~ 72Project ID: 13031-01 Taylor Hall

Shipped Via: Fed-Ex Standard Fed-Ex AM Delivery Fed-Ex Saturday
US Mail

Sample ID	Sample Description	Quantity
01-02-03	Plaster	3
04-05-06	Mortar	3
07-08-09	Concrete	3
10-11-12	Window Glazing	3
13-14-15	Rubber Base w/Glue	3
16-17-18	Mastic	3
19-20-21	Paint	3
22-23-24	Drywall / Mud / Texture	3
25-26-27	12x12 Floor Tile w/Glue	3
28-29-30	CMU	3
31-32-33	CMU Mortar	3
34-35-36	12x12 Floor Tile w/Mastic	3
37-38-39	Rubber Base	3
40-41-42	2x4 Ceiling Tiles	3
43-44-45	12x12 Ceiling Tiles	3
46-47-48	12x12 Ceiling Tile Glue	3
49-50-51	Linoleum w/Glue	3
52-53-54	9x9 Floor Tile w/Mastic	3
55-56-57	Drywall / Mud / Texture	3
58-59-60	Wall Tile Glue	3
61-62-63	Brick	3
64-65-66	Brick Mortar	3
67-68-69	Exterior Caulk	3
70-71-72	Roofing Materials	3
<u>CCCC</u>		
<div> <div> Environmental Solutions, LLC 13031-01, Taylor Hall 5/2/2013 9:30 PLM </div> <div> TAT: 96 Hour Bulk </div> <div> Order ID: 291302415 No Samples: 72 Due: 05/08 9:30 AM Fax: </div> </div>		

5/2 9:30

Environmental Solutions, LLC

MSU Taylor
12/19/2013 10:1
PLM

TAT: 6 Hour
Bulk

Order ID: 291307927

No Samples: 3

Due: 12/19 4:15 PM

Fax:

Raleigh, NC
2500 Gateway Centre Blvd.
Suite 600
Morrisville, NC 27560
PHONE: 919-465-3900
FAX: 919-465-3950

Company: Environmental Solutions LLC		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: PO Box 7010		Third Party Billing requires written authorization from third party	
City/State/Zip: Bozeman, MT 59771-7010			
Report To (Name): Sonia Rogers		Fax: 406-587-0193	
Telephone: 406-579-1441		Email Address: srogers@esmontana.com	
Project Name/Number: <u>MSU-Taylor</u>			
Please Provide Results: Email		Purchase Order: <u> </u> State Samples Taken: MT	

Turnaround Time (TAT) Options* - Please Check

☐ 3 Hour ☒ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

*For TEM Air 3 hours/6 hours, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PCM - Air <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)	TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	TEM - Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> EPA Protocol (Semi-Quantitative) <input type="checkbox"/> EPA Protocol (Quantitative) Other: <input type="checkbox"/>
---	--	---

☒ Check For Positive Stop - Clearly Identify Homogenous Group

Samplers Name: _____ Samplers Signature: _____

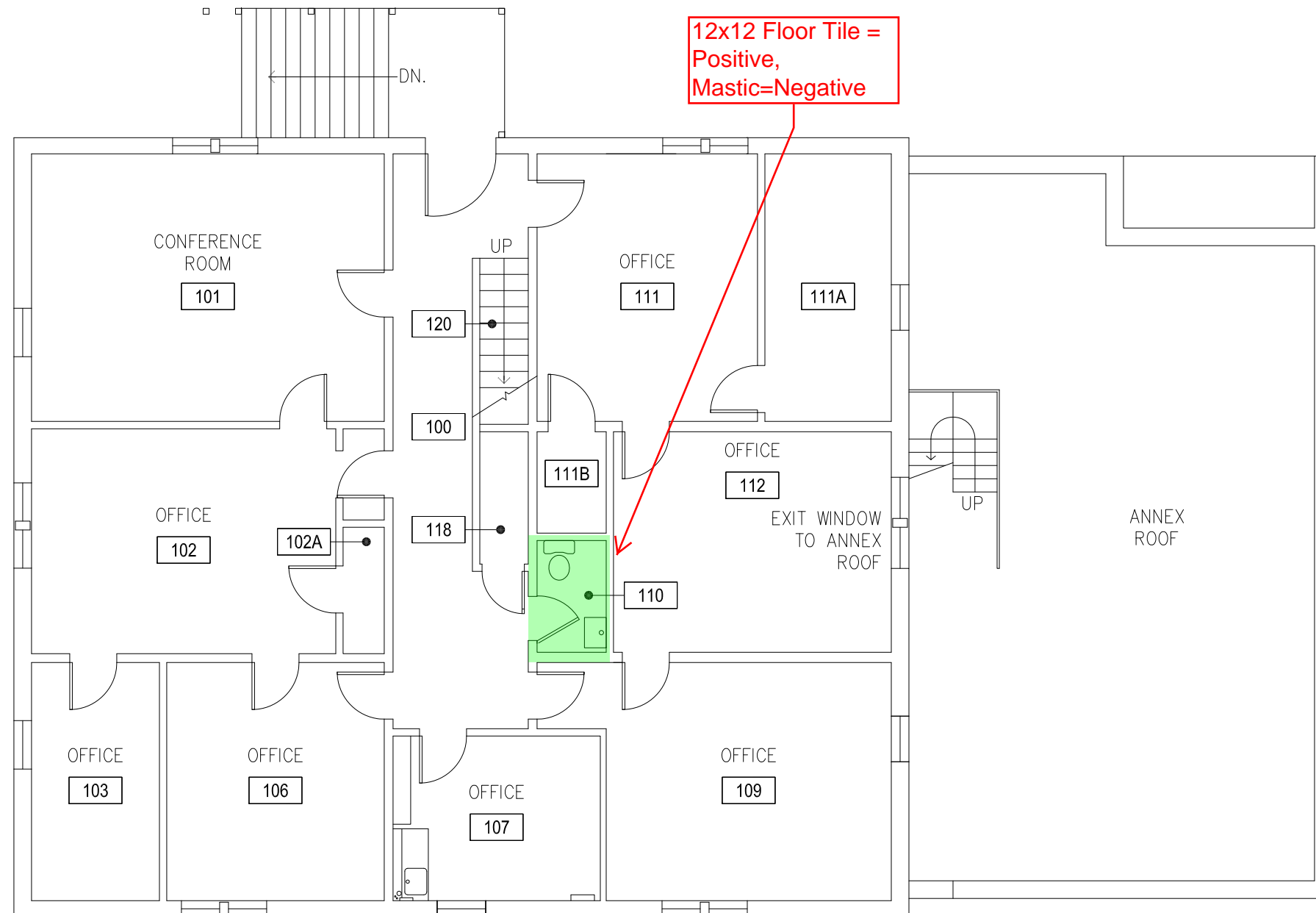
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
01-02-03	Tar paper	3	

Client Sample # (s):	Total # of Samples: 3	
Relinquished (Client): <u>Sonia Rogers</u>	Date: <u>12-18-13</u>	Time: <u>1:30</u>
Received (Lab): <u>[Signature]</u>	Date: <u>12-19</u>	Time: <u>10:15</u>
Comments/Special Instructions:		
FE 8041 3620 8144		

APPENDIX D

FLOOR PLANS

Jan 24, 2012 - 8:56am - 108_A1.dwg
H:\Taylor\Building Plan - Book Copy\



1

TAYLOR HALL - FIRST LEVEL

SCALE: 1/8" = 1'



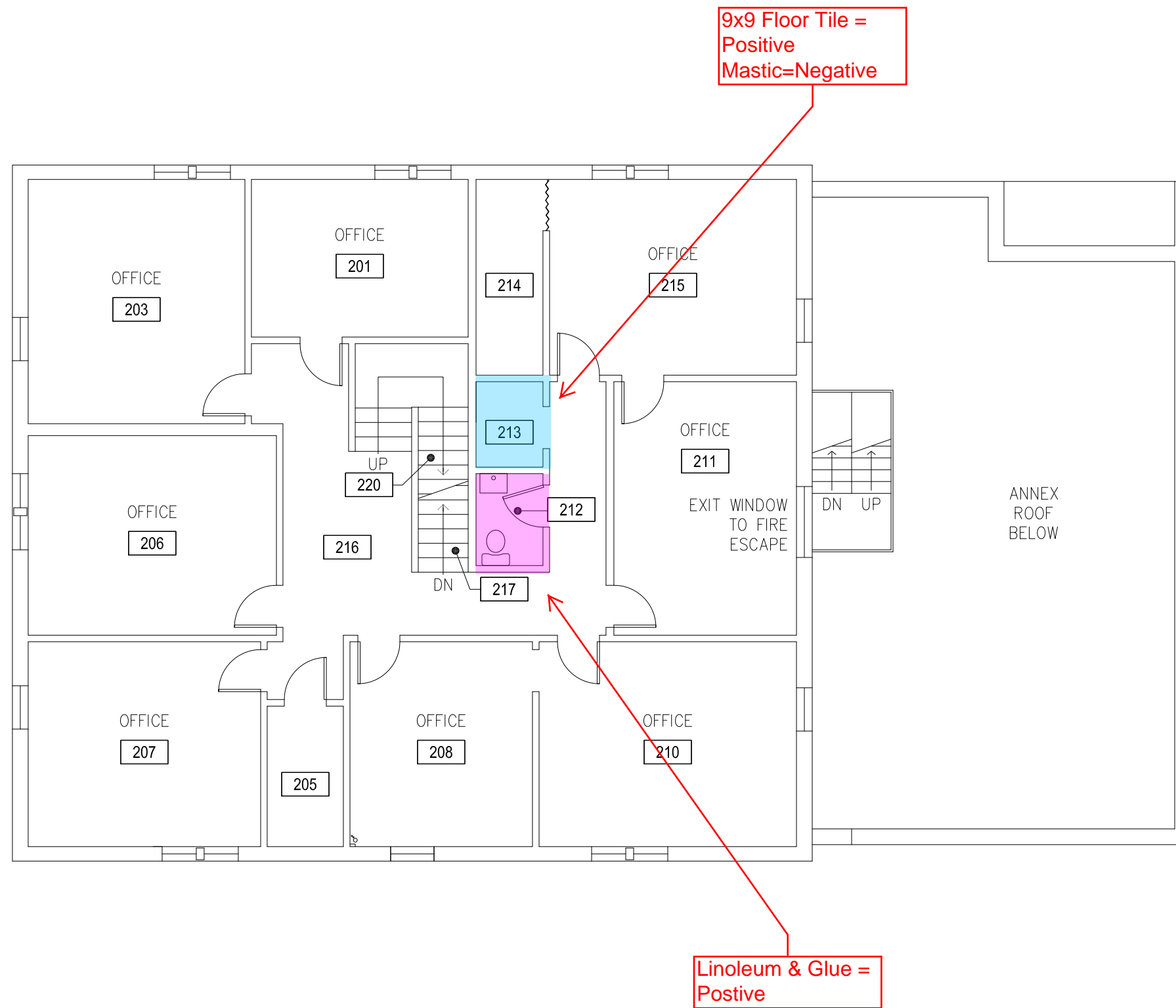
INDEX #

28

BUILDING #

108

Jan 24, 2012 - 9:12am - 108_A2.dwg
H:\Taylor\Building Plan - Book Copy\



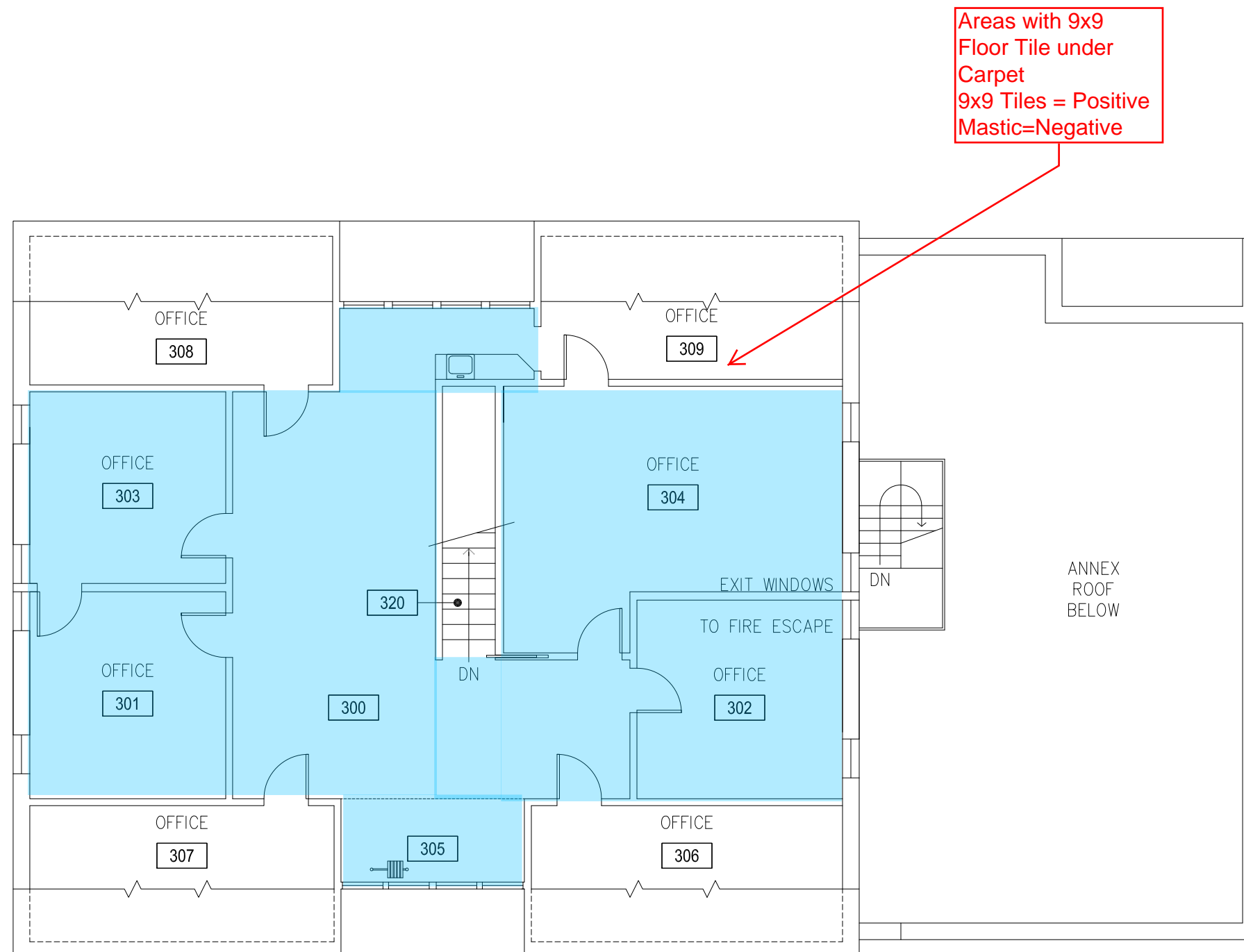
1

TAYLOR HALL - SECOND LEVEL

SCALE: 1/8" = 1'



Jan 24, 2012 - 9:13am - 108_A3.dwg
H:\Taylor\Building Plan - Book Copy\



1

TAYLOR HALL - THIRD LEVEL

SCALE: 1/8" = 1'



APPENDIX E

ABBREVIATIONS

A/C	asbestos/cement
ACM	asbestos-containing material
AHERA	Asbestos Hazard Emergency Response Act of 1986
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
BID	background information document
CAA	Clean Air Act
CPSC	Consumer Products Safety Commission
DOT	Department of Transportation
EPA	Environmental Protection Agency
ID	identification
LEV	local exhaust ventilation
NADC	National Association of Demolition Contractors
NARS	National Asbestos Registry System
NESHAP	National Emission Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
OAQPS	Office of Air Quality Planning and Standards
OSHA	Occupational Safety and Health Administration
OSW	Office of Solid Waste
PEL	permissible exposure limit
PLM	polarized light microscopy
RCRA	Resource Conservation and Recovery Act
SARA	Superfund Amendments and Reauthorization Act of 1986
TEM	transmission electron microscopy
TSCA	Toxic Substances Control Act

TAYLOR HALL

LEAD PAINT INSPECTION



Taylor Hall

Montana State University
Bozeman, Montana

Report Requested By:

MONTANA STATE UNIVERSITY
Facilities Services

Prepared By:

	<p>Environmental Solutions LLC</p> <p><i>Air Quality, Environmental & Safety Consulting</i></p> <p>P.O. Box 7010 • Bozeman, MT 59711-7010 Phone: (406) 579-1441 • Fax: (406) 587-0193 E-Mail: srogers@esmontana.com www.esmontana.com</p>
---	--

DATE OF INSPECTION: 04-17-2013

Table of Contents

Introduction3

Inspection Procedures3

Data Summary Table3

Disclaimer6

Appendix A – XRF Data Report7

Credentials

Authored By: _____
Sonia Rogers, IH

Reviewed By: _____
Scott Rogers, CIH, CSP, CHMM

Lead Certifications:

Name	EPA Lead Inspector	EPA Risk Assessor
Scott Rogers, CIH CSP CHMM		
Sonia Rogers, IH		EPA Region VIII, #MT-R-15691-1

INTRODUCTION

Sonia Rogers, and Scott Rogers, CIH, CSP, of Environmental Solutions LLC performed a cursory visual and XRF evaluation of surfaces for lead content on April 17, 2013, for Taylor Hall on the campus of Montana State University, Bozeman MT. The evaluation was performed throughout the facility. This evaluation was performed at the request of Montana State University Facilities Services Division.

The intent of this report is to provide a determination of the presence of lead containing surfacing in the interior spaces of the facility. This report and its recommendations are based upon the evaluation of surfaces of similar type and color with an X-ray fluorescence analyzer (XRF). Reference to the Occupational Health and Safety Administration (OSHA) requirements found in 29 CFR 1926.62 are made to provide the University and contractors with information for worker protection and lead dust mitigation.

INSPECTION PROCEDURES

The lead inspection was performed by Environmental Solutions technician and overseen by an EPA Region VIII, Certified Lead Risk Assessor. The inspection consisted of a detailed visual survey of the surfacing materials. Following a review of the work area, the area was evaluated using an X-Ray Fluorescence (XRF) spectrum analyzer for surface evaluation of lead paint concentrations. The XRF was standardized prior to evaluations and as manufacture's recommendation and confirmed using a standardized paint sample at 1.04 mg/cm² during the sampling process.

The Spectrum analyzer was used on painted and glazed surfaces throughout the building. Samples or surfaces whose analytical results by XRF reading was reproducible and above the 1.0 mg/cm² for lead are identified as positive for lead concentrations per industry standards. OSHA requirements, EPA, and HUD requirements for lead safe work practices are triggered at this level.

Sample analysis results are included in Appendix A.

Data Summary Table

The following discussion and table provides a summary of materials, colors and locations of identified lead containing surfaces. This section is provided as a reference and should be used to determine areas requiring lead safe work practices. Only areas visible and accessible to the XRF analyzer were tested.

Basement:

Renovations of the basement in recent years have been completed with Non-Lead containing materials. The window frames were chemically stripped of lead based paint on the interior of the building.

First Floor:

Lead based paint is found throughout the first floor. The door frames, doors, baseboard trim, window frames, window sills, window trim, and the cream cabinet in room 107 all have lead based paint.

Stair treads in the building where painted white are positive for lead based paint.

Second Floor:

Lead based paint is found throughout the second floor. The door frames, doors, baseboard trim, window frames, window sills, and window trim all have lead based paint.

Stair treads in the building where painted white are positive for lead based paint.

Third Floor:

Lead based paint is found throughout the third floor. The door frames, doors, baseboard trim, window frames, window sills, and window trim all have lead based paint.

Stair treads in the building where painted white are positive for lead based paint.

Exterior:

Exterior trim and soffit painted white is lead based.

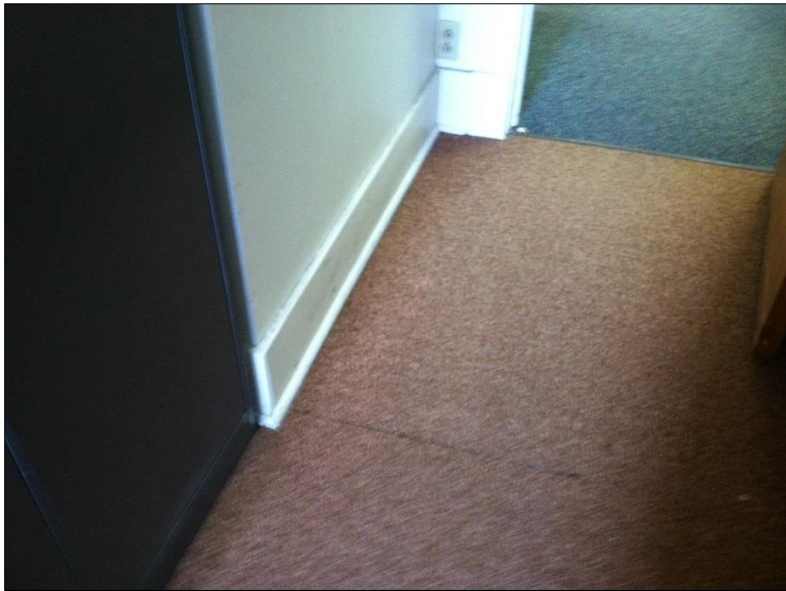
Location	Material	Color	Lead Content
Throughout the Building—Doors	Wood	White	>5.0 mg/cm ²
Throughout the Building---Windows	Wood	White	>5.0 mg/cm ²
Throughout the Building—baseboard	Wood	White	>5.0 mg/cm ²
Throughout the Building---Stair Treads	Wood	White	>5.0 mg/cm ²
Room 107 Cream Cabinet	Wood	Cream	>5.0 mg/cm ²

Original trim, baseboard, doors, window frame, window trim, window sills, and stair treads are painted with lead base paint. In some areas the trim of the components has been painted over, the lead based paint remains under the new color.

Lead content for the surfaces is provided in mg/cm² as reported by XRF. Industry standards reference 1.0 mg/cm² as lead containing. Identified surfaces contain lead above the linear range of the instrument and are thus reported as greater than (>) 5.0 mg/cm².



Basement Interior Windows-stripped of lead paint. Exterior window frame remains with lead based paint (white).



White baseboard with lead based paint.



White door trim and door with lead based paint.



Interior and exterior window frame, trim, sill and header all painted with lead based paint.



Exterior soffit, trim, and siding painted white with lead based paint.

DISCLAIMERS

This document and its contents incorporated herein, is proprietary information and as an instrument of professional services, is the property of Environmental Solutions LLC, and are not to be used, in part or in whole for any other project without the written authorization of Environmental Solutions LLC.

This lead assessment report was prepared based on information obtained during the survey and interpretation of the XRF results of samples. The conclusions of this report are professional opinions based solely upon visual site observations and interpretations of XRF analysis and field data as described in our report.

This report has been prepared to provide information concerning the various types and estimated quantities of lead-containing materials that may be present at these sites. Our opinions are intended exclusively for use by Montana State University Bozeman. The scope of services performed by Environmental Solutions LLC may not be appropriate to satisfy the needs of other users, and any use or re-use of this document, or the findings presented herein, is at the sole risk of the user. Use of this report for the determination of lead containing materials for worker protection is at the sole risk of the user.

APPENDIX A

XRF DATA REPORTS

Index	Time	Site	Location	Room Type	Side	Color	Component	Substrate	Results	PbC	Units
1	2013-04-17 08:26	taylor hall	taylor hall 101	Calibration		White			Negative	0.06 ± 0.15	mg / cm ^2
2	2013-04-17 08:26	taylor hall	taylor hall 101	Calibration		Red			Positive	1.10 ± 0.20	mg / cm ^2
3	2013-04-17 08:29	taylor hall	taylor hall 101	conference room	A	White	Wall	Drywall	Negative	0.01 ± 0.03	mg / cm ^2
4	2013-04-17 08:29	taylor hall	taylor hall 101	conference room	B	White	Wall	Drywall	Negative	0.00 ± 0.02	mg / cm ^2
5	2013-04-17 08:30	taylor hall	taylor hall 101	conference room	C	White	Wall	Drywall	Negative	0.00 ± 0.02	mg / cm ^2
6	2013-04-17 08:30	taylor hall	taylor hall 101	conference room	C	White	Window Trim	Drywall	Positive	6.00 ± 4.10	mg / cm ^2
7	2013-04-17 08:30	taylor hall	taylor hall 101	conference room	C	White	Window Trim	Drywall	Positive	14.40 ± 13.40	mg / cm ^2
8	2013-04-17 08:33	taylor hall	taylor hall 101	conference room	D	White	Window Trim	Wood	Positive	6.70 ± 4.20	mg / cm ^2
9	2013-04-17 08:33	taylor hall	taylor hall 101	conference room	D	White	Window Frame	Wood	Positive	12.90 ± 10.80	mg / cm ^2
10	2013-04-17 08:34	taylor hall	taylor hall 101	conference room	B	White	Door Trim	Wood	Positive	7.90 ± 7.00	mg / cm ^2
11	2013-04-17 08:34	taylor hall	taylor hall 101	conference room	B	White	Door	Wood	Positive	5.80 ± 3.90	mg / cm ^2
12	2013-04-17 08:36	taylor hall	taylor hall 100	Hallway	A	White	Door Trim	Wood	Negative	0.09 ± 0.31	mg / cm ^2
13	2013-04-17 08:36	taylor hall	taylor hall 100	Hallway	A	Brown	Door	Wood	Negative	0.01 ± 0.03	mg / cm ^2
14	2013-04-17 08:37	taylor hall	taylor hall 100	Hallway	B	Brown	Door Trim	Wood	Positive	10.50 ± 8.70	mg / cm ^2
15	2013-04-17 08:38	taylor hall	taylor hall 100	Hallway	B	Brown	Wall	Wood	Negative	0.02 ± 0.07	mg / cm ^2
16	2013-04-17 08:39	taylor hall	taylor hall 100	Hallway	B	White	Wall	Plaster	Negative	0.24 ± 0.13	mg / cm ^2
17	2013-04-17 08:40	taylor hall	taylor hall 100	Hallway	B	White	Stair Tread	Wood	Positive	20.20 ± 16.60	mg / cm ^2
18	2013-04-17 08:41	taylor hall	taylor hall 100	Hallway	B	White	Door Trim	Wood	Negative	0.00 ± 0.02	mg / cm ^2
19	2013-04-17 08:41	taylor hall	taylor hall 100	Hallway	B	White	Door Trim	Wood	Positive	14.60 ± 11.30	mg / cm ^2
20	2013-04-17 08:44	taylor hall	taylor hall 100	Hallway	C	White	Door Trim	Wood	Positive	16.30 ± 14.60	mg / cm ^2
21	2013-04-17 08:44	taylor hall	taylor hall 100	Hallway	D	White	Door Trim	Wood	Positive	10.00 ± 8.60	mg / cm ^2
22	2013-04-17 08:47	taylor hall	taylor hall 100	Hallway	D	White	Wall	Drywall	Negative	0.01 ± 0.02	mg / cm ^2
23	2013-04-17 08:48	taylor hall	taylor hall 100	Hallway	D	White	Wall	Drywall	Null	0.14 ± 0.24	mg / cm ^2
24	2013-04-17 08:48	taylor hall	taylor hall 100	Hallway	C	White	Wall	Drywall	Negative	0.09 ± 0.21	mg / cm ^2
25	2013-04-17 08:52	taylor hall	taylor hall 106	Office	A	White	Wall	Plaster	Negative	0.06 ± 0.15	mg / cm ^2
26	2013-04-17 08:53	taylor hall	taylor hall 106	Office	A	White	Baseboard	Wood	Positive	11.30 ± 9.50	mg / cm ^2
27	2013-04-17 08:53	taylor hall	taylor hall 106	Office	B	White	Wall	Plaster	Negative	0.06 ± 0.06	mg / cm ^2
28	2013-04-17 08:54	taylor hall	taylor hall 106	Office	C	Brown	Wall	Wood	Negative	0.01 ± 0.05	mg / cm ^2
29	2013-04-17 08:55	taylor hall	taylor hall 106	Office	D	White	Wall	Plaster	Negative	0.06 ± 0.10	mg / cm ^2
30	2013-04-17 08:57	taylor hall	taylor hall 107	Office	A	White	Wall	Plaster	Positive	14.00 ± 11.40	mg / cm ^2
31	2013-04-17 08:57	taylor hall	taylor hall 107	Office	A	White	Wall	Plaster	Negative	0.25 ± 0.13	mg / cm ^2
32	2013-04-17 08:59	taylor hall	taylor hall 107	Office	B	White	Wall	Plaster	Negative	0.00 ± 0.02	mg / cm ^2
33	2013-04-17 09:00	taylor hall	taylor hall 107	Office	C	White	Wall	Plaster	Negative	0.50 ± 0.40	mg / cm ^2
34	2013-04-17 09:01	taylor hall	taylor hall 107	Office	D	Cream	Cabinet	Wood	Positive	6.70 ± 4.40	mg / cm ^2

Index	Time	Site	Location	Room Type	Side	Color	Component	Substrate	Results	PbC	Units
35	2013-04-17 09:04	taylor hall	taylor hall 102	Office	A	White	Wall	Plaster	Null	0.02 ± 0.04	mg / cm ^2
36	2013-04-17 09:04	taylor hall	taylor hall 102	Office	B	Brown	Wall	Wood	Negative	0.11 ± 0.19	mg / cm ^2
37	2013-04-17 09:04	taylor hall	taylor hall 102	Office	C	Brown	Wall	Wood	Negative	0.06 ± 0.11	mg / cm ^2
38	2013-04-17 09:05	taylor hall	taylor hall 102	Office	D	Brown	Wall	Wood	Negative	0.08 ± 0.14	mg / cm ^2
39	2013-04-17 09:12	taylor hall	taylor hall 111	Office	A	White	Wall	Plaster	Negative	0.04 ± 0.15	mg / cm ^2
40	2013-04-17 09:12	taylor hall	taylor hall 111	Office	B	White	Wall	Plaster	Negative	0.06 ± 0.11	mg / cm ^2
41	2013-04-17 09:13	taylor hall	taylor hall 111	Office	C	White	Wall	Plaster	Negative	0.05 ± 0.04	mg / cm ^2
42	2013-04-17 09:13	taylor hall	taylor hall 111	Office	D	White	Wall	Plaster	Null	0.06 ± 0.11	mg / cm ^2
43	2013-04-17 09:16	taylor hall 111	taylor hall 111	Office	A	Brown	Wall	Wood	Negative	0.00 ± 0.02	mg / cm ^2
44	2013-04-17 09:17	taylor hall 111	taylor hall 111	Office	B	White	Wall	Plaster	Negative	0.04 ± 0.11	mg / cm ^2
45	2013-04-17 09:18	taylor hall 111	taylor hall 111	Office	C	White	Wall	Drywall	Positive	2.20 ± 0.90	mg / cm ^2
46	2013-04-17 09:18	taylor hall 111	taylor hall 111	Office	C	White	Wall	Drywall	Null	1.30 ± 5.20	mg / cm ^2
47	2013-04-17 09:22	taylor hall 111	taylor hall 111a	Office	A	Brown	Wall	Drywall	Negative	0.06 ± 0.09	mg / cm ^2
48	2013-04-17 09:22	taylor hall 111	taylor hall 111a	Office	B	Brown	Wall	Drywall	Negative	0.01 ± 0.03	mg / cm ^2
49	2013-04-17 09:23	taylor hall 111	taylor hall 111a	Office	C	Brown	Wall	Drywall	Negative	0.06 ± 0.11	mg / cm ^2
50	2013-04-17 09:33	taylor hall 111	taylor hall 216	Hallway	A	White	Wall	Plaster	Negative	0.20 ± 0.18	mg / cm ^2
51	2013-04-17 09:33	taylor hall 111	taylor hall 216	Hallway	B	White	Wall	Plaster	Null	0.30 ± 0.11	mg / cm ^2
52	2013-04-17 09:34	taylor hall 111	taylor hall 216	Hallway	C	White	Wall	Plaster	Negative	0.23 ± 0.15	mg / cm ^2
53	2013-04-17 09:35	taylor hall 111	taylor hall 216	Hallway	D	White	Wall	Plaster	Negative	0.23 ± 0.10	mg / cm ^2
54	2013-04-17 09:38	taylor hall 111	taylor hall 216	Hallway	A	White	Door	Wood	Null	1.80 ± 1.20	mg / cm ^2
55	2013-04-17 09:38	taylor hall 111	taylor hall 216	Hallway	A	White	Door	Wood	Positive	16.50 ± 14.40	mg / cm ^2
56	2013-04-17 09:38	taylor hall 111	taylor hall 216	Hallway	A	White	Door	Wood	Positive	14.00 ± 12.30	mg / cm ^2
57	2013-04-17 09:39	taylor hall 111	taylor hall 216	Hallway	A	White	Door	Wood	Positive	15.30 ± 13.20	mg / cm ^2
58	2013-04-17 09:39	taylor hall 111	taylor hall 216	Hallway	A	White	Door	Wood	Positive	11.30 ± 9.80	mg / cm ^2
59	2013-04-17 09:41	taylor hall 111	taylor hall 203	Office	B	White	Wall	Plaster	Negative	0.10 ± 0.09	mg / cm ^2
60	2013-04-17 09:42	taylor hall 111	taylor hall 203	Office	C	White	Wall	Plaster	Negative	0.50 ± 0.40	mg / cm ^2
61	2013-04-17 09:44	taylor hall 111	taylor hall 206	Office	C	White	Wall	Plaster	Negative	0.10 ± 0.23	mg / cm ^2
62	2013-04-17 09:44	taylor hall 111	taylor hall 206	Office	D	White	Wall	Plaster	Null	0.06 ± 0.16	mg / cm ^2
63	2013-04-17 09:47	taylor hall 201	taylor hall 206	Office	C	White	Wall	Plaster	Null	0.17 ± 0.83	mg / cm ^2
64	2013-04-17 09:48	taylor hall 201	taylor hall 207	Office	C	White	Wall	Plaster	Negative	0.16 ± 0.10	mg / cm ^2
65	2013-04-17 09:49	taylor hall 201	taylor hall 207	Office	D	White	Wall	Plaster	Negative	0.20 ± 0.15	mg / cm ^2
66	2013-04-17 09:50	taylor hall 201	taylor hall 208	Office	A	White	Wall	Plaster	Negative	0.05 ± 0.05	mg / cm ^2
67	2013-04-17 09:51	taylor hall 201	taylor hall 210	Office	A	White	Wall	Plaster	Negative	0.02 ± 0.02	mg / cm ^2
68	2013-04-17 09:52	taylor hall 201	taylor hall 210	Office	B	White	Wall	Plaster	Null	0.08 ± 0.20	mg / cm ^2

Index	Time	Site	Location	Room Type	Side	Color	Component	Substrate	Results	PbC	Units
69	2013-04-17 09:53	taylor hall 201	taylor hall 211	Office	B	White	Wall	Plaster	Negative	0.05 ± 0.05	mg / cm ^2
70	2013-04-17 09:53	taylor hall 201	taylor hall 211	Office	D	White	Wall	Plaster	Negative	0.18 ± 0.31	mg / cm ^2
71	2013-04-17 09:54	taylor hall 201	taylor hall 215	Office	C	White	Wall	Plaster	Null	0.14 ± 0.09	mg / cm ^2
72	2013-04-17 09:55	taylor hall 201	taylor hall 215	Office	D	White	Wall	Plaster	Null	0.11 ± 0.27	mg / cm ^2
73	2013-04-17 09:55	taylor hall 201	taylor hall 215	Office	D	White	Wall	Plaster	Negative	0.18 ± 0.07	mg / cm ^2
74	2013-04-17 09:59	taylor hall 201	taylor hall 305	Office	B	White	Wall	Plaster	Null	0.22 ± 0.25	mg / cm ^2
75	2013-04-17 09:59	taylor hall 201	taylor hall 305	Office	C	White	Wall	Plaster	Negative	0.17 ± 0.21	mg / cm ^2
76	2013-04-17 10:00	taylor hall 201	taylor hall 300	Hallway	A	White	Wall	Plaster	Null	0.25 ± 0.93	mg / cm ^2
77	2013-04-17 10:01	taylor hall 201	taylor hall 300	Hallway	B	White	Wall	Plaster	Negative	0.25 ± 0.20	mg / cm ^2
78	2013-04-17 10:04	taylor hall 201	taylor hall 302	Hallway	B	White	Wall	Plaster	Negative	0.00 ± 0.02	mg / cm ^2
79	2013-04-17 10:06	taylor hall 206	taylor hall 304	Hallway	B	White	Wall	Plaster	Negative	0.00 ± 0.02	mg / cm ^2
80	2013-04-17 10:07	taylor hall 206	taylor hall 304	Hallway	C	White	Wall	Plaster	Negative	0.07 ± 0.09	mg / cm ^2
81	2013-04-17 10:11	taylor hall 206	taylor hall 303	Office	A	White	Wall	ceiling tile	Negative	0.00 ± 0.02	mg / cm ^2
82	2013-04-17 10:13	taylor hall 206	taylor hall 301	Office	A	White	Wall	plaster	Negative	0.02 ± 0.07	mg / cm ^2
83	2013-04-17 10:13	taylor hall 206	taylor hall 301	Office	B	White	Wall	plaster	Negative	0.09 ± 0.07	mg / cm ^2
84	2013-04-17 10:17	taylor hall 206	taylor hall 009	Office	B	White	Wall	Drywall	Negative	0.00 ± 0.02	mg / cm ^2
85	2013-04-17 10:18	taylor hall 206	taylor hall 009	Office	D	White	Wall	Wood	Negative	0.00 ± 0.02	mg / cm ^2
86	2013-04-17 10:23	taylor hall 206	taylor hall 009	Office	Ceiling	White	Wall	Wood	Null	0.00 ± 0.02	mg / cm ^2
87	2013-04-17 10:24	taylor hall 206	taylor hall 009	Calibration	Ceiling	White	Wall	Drywall	Negative	0.00 ± 0.02	mg / cm ^2
88	2013-04-17 10:25	taylor hall 206	taylor hall 009	Calibration	Ceiling	Red	Wall	Drywall	Positive	1.10 ± 0.10	mg / cm ^2